

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.774

Agenda No. 10.A

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING CY 2015 APPROPRIATION TRANSFERS

COUNCIL
of the following resolution:

offered and moved adoption

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2015 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

FCOA	ACCOUNT	FROM	TO
25-265	Public Safety- Fire OE	\$76,372.00	
41-899	Matching Funds for Grants		\$76,372.00
30-471	Prior Year Bills		\$6,125.00
31-433	Office Services	\$6,125.00	
20-110	Resident Response Center SW	\$24,594.00	
20-110	Resident Response Center OE		\$24,594.00
	Total	\$107,091.00	\$107,091.00

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11. 10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION AUTHORIZING CY 2015
APPROPRIATION TRANSFERS****Initiator**

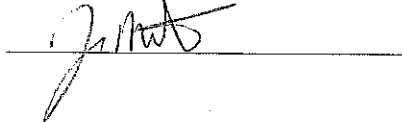
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes the Comptroller to transfer appropriated funds between accounts in accordance with N.J.S.A. 40A:4-58.

I certify that all the facts presented herein are accurate.



Resolution of the City of Jersey City, N.J.

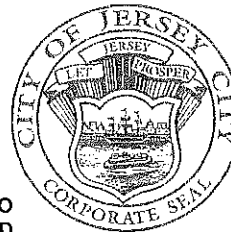
City Clerk File No. Res. 15,775

Agenda No. 10.B

Approved: NOV 10 2015

TITLE:

**RESOLUTION CERTIFYING COMPLIANCE WITH N.J.S.A.
40A:5-4 REQUIRING GOVERNING BODY OF EVERY LOCAL UNIT TO
HAVE MADE AN ANNUAL AUDIT OF BOOKS, ACCOUNTS AND
FINANCIAL TRANSACTIONS**



COUNCIL OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTIONS:

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the Financial Statements for the years ended December 31, 2014 and 2013 have been filed by Frederick J. Tomkins of Donohue, Gironda & Doria, a Registered Municipal Accountant, with Robert Byrne, the Municipal Clerk of the City of Jersey City, in accordance with the requirements of N.J.S.A. 40A:5-4 and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:

General Comments

Recommendations; and

WHEREAS, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations, as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the penalty provisions of R.S. 52:27BB-52 - to wit:

R. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and upon conviction, may be fined not more than one thousand (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Jersey City, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF HUDSON

We, members of the governing body of the City of Jersey City, in the County of Hudson, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Municipal Council of the City of Jersey City in the County of Hudson;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2013;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) Francis "Frank" Gajewski

(L.S.) Diane Coleman

(L.S.) Khemraj "Chico" Ramchal

(L.S.) Daniel Rivera

(L.S.) Richard Boggiano

(L.S.) Joyce E. Watterman

(L.S.) Michael Yun

(L.S.) Rolando R. Lavarro, Jr.

(L.S.) Candice Osborne

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Robert Byrne, City Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

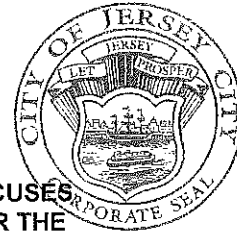
IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.776

Agenda No. 10.C

Approved: _____



TITLE:

**RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES
AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE
YEAR 2016.**

COUNCIL OF
RESOLUTION

THE FOLLOWING

WHEREAS, the
Public Meetings Act (of
the right of all citizens to
public bodies at which
and

WITHDRAWN

of 1975 of the Open
were enacted to insure
d all meetings of
ussed or acted upon;

WHEREAS, all
decisions or discussion
to be publicly announce
of the time, date, locati
each meeting (N.J.S.A.

ormal action,
ke place are required
g and advance notice
e of the agenda of

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules
of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code
of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when **one** regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

TITLE:

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.
- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

WITHDRAWN

City Clerk File No. Res. 15.776Agenda No. 10.C

TITLE:

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2016:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2016	
Caucuses - Mondays - 5:30 p.m. <i>(unless otherwise designated)</i>	Meetings - Wednesdays - 6:00 p.m. <i>(unless otherwise designated)</i>
January 11 January 25	January 04 - 10:00 a.m.- MONDAY January 13 January 27
February 08 February 22	February 10 February 24
March 07 March 21	March 09 March 23
April 11 April 25	April 13 April 27
May 09 May 23	May 11 May 25
June 13 June 27	June 15 June 29
July 11 - 10:00 a.m.	July 13 - 10:00 a.m.
August 15	August 17
September 12 September 26	September 14 September 28
October 11- TUESDAY October 24	October 12 October 26
November 07 November 21	November 09 November 22-TUESDAY
December 12	December 14

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

RECORDED			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN**APPROVED**

11-10-15			
COUNCILPERSON	AYE	NAY	N.V.
A			
ERMAN			
RO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipality

2016

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31							31						

FEBRUARY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2	3	4	5
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29						28	29	30	31			

MARCH							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29	30	

APRIL							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29	30	23	24	25	26	27	28	29

MAY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30			

JUNE							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	3
5	6	7	8	9	10	11	4	5	6	7	8	9	10
12	13	14	15	16	17	18	11	12	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	22	23	24
26	27	28	29	30			25	26	27	28	29	30	31

IMPORTANT DATES

JANUARY	1	New Year's Day
	18	Martin Luther King Jr. Day
FEBRUARY	1	Constitution Day (M)
	2	Groundhog Day
	8	Chinese New Year
	10	Ash Wednesday
	14	Valentine's Day
	15	Presidents' Day
	24	Flag Day (M)
MARCH	13	Daylight Saving Time begins
	14	Eastern Orthodox Lent begins
	17	St. Patrick's Day
	20	Spring begins
	20	Palm Sunday
	21	Benito Juarez's Birthday observed (M)
	25	Good Friday
	27	Easter
	28	Easter Monday (C)
APRIL	1	April Fools' Day
	22	Passover begins at sundown
	22	Earth Day
	27	Administrative Professionals Day
MAY	1	Labor Day (M)
	1	Eastern Orthodox Easter
	5	Battle of Puebla (M)
	5	Holocaust Remembrance Day
	8	Mother's Day
	10	Mother's Day (M)
	21	Armed Forces Day
	23	Victoria Day (C)
	30	Memorial Day
JUNE	6	First of Ramadan begins at sundown
	14	Flag Day
	19	Father's Day
	20	Summer begins
	24	St. Jean Baptiste Day (Quebec)
JULY	1	Canada Day (C)
	4	Independence Day
	6	(Eid) al Fitr begins at sundown
AUGUST	1	Civic Holiday (C)
SEPTEMBER	5	Labor Day
	11	Patriot Day
	12	(Eid) al Adha begins at sundown
	16	Independence Day (M)
	22	Autumn begins
OCTOBER	2	Rosh Hashanah begins at sundown
	2	First of Muharram begins at sundown
	10	Columbus Day
	10	Thanksgiving (C)
	11	Ashura begins at sundown
	11	Yom Kippur begins at sundown
	12	Day of the Race (M)
	16	National Bosses Day
	24	United Nations Day
	31	Halloween
NOVEMBER	1	All Saints Day
	2	All Souls Day
	6	Daylight Saving Time ends
	8	Election Day
	11	Veterans Day
	11	Remembrance Day (C)
	21	Revolution Day (M)
	24	Thanksgiving
DECEMBER	7	Pearl Harbor Remembrance Day
	12	Virgin of Guadalupe (M)
	21	Winter begins
	24	Hanukkah begins at sundown
	25	Christmas
	26	Boxing Day (C)
	26	Kwanzaa begins
	31	New Year's Eve

C - Canada, M - Mexico



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201.547.5147 | F: 201.547.4833



ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: October 20, 2015
TO: All Department Directors
FROM: Robert J. Kakoleski, Business Administrator
SUBJECT: Holidays - Calendar Year 2016

PLEASE POST

<u>Holiday</u>	<u>Day</u>	<u>Date</u>
New Year Day	Friday	January 1
Martin Luther King, Jr. Birthday	Monday	January 18
Lincoln's Birthday	Friday	February 12
President's Day	Monday	February 15
Good Friday	Friday	March 25
Memorial Day	Monday	May 30
Independence Day (observed)	Monday	July 4
Labor Day	Monday	September 5
Columbus Day	Monday	October 10
Election Day	Tuesday	November 8
Veteran's Day	Friday	November 11
Thanksgiving Day	Thursday	November 24
Friday after Thanksgiving	Friday	November 25
Christmas Day (IN LIEU)	Monday	December 26

As you know, this only applies to employees covered by contracts which specifically grant the days as holidays. Department directors are responsible for seeing that essential services are performed.

c: Steven Fulop, Mayor
Rolando Lavarro, President & Members of Municipal Council
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.777

Agenda No. 10.D

Approved: NOV 10 2015

TITLE:



RESOLUTION APPOINTING MARIE THERESA A. VIOLA AS THE CUSTODIAN FOR THE DIVISION OF ACCOUNTS & CONTROL TO REPLACE IRENE BREMNER

WHEREAS, IRENE BREMNER was custodian of the \$200.00 Petty Cash Fund and she resigned as of October 13, 2015 and surrendered the Petty Cash Fund that she was handling;

WHEREAS, pursuant to N.J.S.A. 40A:5-21, MARIE THERESA A. VIOLA has been approved as Petty Cash custodian for the Division of Accounts & Control for CY2015 to replace Irene Bremner; and

WHEREAS, MARIE THERESA A. VIOLA is bonded in the amount of \$200.00 by virtue of a surety bond;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that **MARIE THERESA A. VIOLA** is hereby appointed custodian of the Petty Cash Fund for the Division of Accounts and Control. This Petty Cash Fund has been established in accordance to the rules and regulations of the Director of Local Government Services and shall not exceed the sum of TWO HUNDRED (\$200.00) DOLLARS.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION APPOINTING MARIE THERESA A. VIOLA AS THE CUSTODIAN FOR THE DIVISION OF ACCOUNTS & CONTROL TO REPLACE IRENE BREMNER

Initiator

Department/Division	ADMINISTRATION	ACCOUNTS & CONTROL
Name/Title	TESSIE A. BULALACAO	COMPTROLLER
Phone/email	201/547-5420	tessie@jcnj.com

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

CHANGE OF PETTY CASH CUSTODIAN FROM IRENE BREMNER TO MARIE THERESA A. VIOLA

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS & CONTROL

1 JOURNAL SQUARE, 3RD FLOOR | JERSEY CITY, NJ 07306
P: 201 547 5420/5115 | F: 201 547 4973



TESSIE A. BULALACAO
COMPTROLLER

October 23, 2015

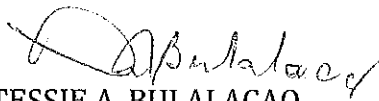
Robert Kakoleski
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, N. J. 07302

Dear Mr. Kakoleski,

Kindly be advised that I am appointing MARIE THERESA A. VIOLA to serve as the Petty Cash Custodian replacing IRENE BREMNER who resigned October 13, 2015.

Thank you for your prompt attention and approval.

Very truly yours,


TESSIE A. BULALACAO
Comptroller

APPROVED: 
ROBERT KAKOLESKI, Business Administrator

DATE: _____

Cc: Donna Mauer, CFO
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS & CONTROL

1 JOURNAL SQUARE, 3RD FLOOR | JERSEY CITY, NJ 07306
P: 201 547 5420/5115 | F: 201 547 4973



TESSIE A. BULALACAO
COMPTROLLER

October 23, 2015

Robert Kakoleski
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, N. J. 07302

Dear Mr. Kakoleski,

Kindly be advised that I am appointing MARIE THERESA A. VIOLA to serve as the Petty Cash Custodian replacing IRENE BREMNER who resigned October 13, 2015.

Thank you for your prompt attention and approval.

Very truly yours,

TESSIE A. BULALACAO
Comptroller

APPROVED: _____
ROBERT KAKOLESKI, Business Administrator

DATE: _____

Cc: Donna Mauer, CFO
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS & CONTROL

1 JOURNAL SQUARE, 3RD FLOOR | JERSEY CITY, NJ 07306
P: 201 547 5420/5115 | F: 201 547 4973



TESSIE A. BULALACAO
COMPTROLLER

October 23, 2015


Robert Kakoleski
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, N. J. 07302

Dear Mr. Kakoleski,

Kindly be advised that I am appointing MARIE THERESA A. VIOLA to serve as the Petty Cash Custodian replacing IRENE BREMNER who resigned October 13, 2015.

Thank you for your prompt attention and approval.

Very truly yours,


TESSIE A. BULALACAO
Comptroller

APPROVED: _____
ROBERT KAKOLESKI, Business Administrator

DATE: _____

Cc: Donna Mauer, CFO
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.778

Agenda No. 10.E

Approved: _____

TITLE:

RESOLUTION WAIVING THE TWENTY DAY WAITING PERIOD OTHERWISE REQUIRED TO EFFECTUATE CITY ORDINANCE No. 15.149



COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, on November 10, 2015, the Council adopted Ordinance No. 15.149; and

WHEREAS, the Ordinance listed above provides for a special emergency appropriation to provide for the payment of contractually required severance liabilities resulting from the retirement of City employees; and

WHEREAS, following adoption of the Ordinance listed above, the City intends to adopt a resolution authorizing the issuance of special emergency notes to fund said special emergency appropriation; and

WHEREAS, said special emergency notes must be issued prior to December 31, 2015 in order to fund payments made and to be made during the fiscal year ending on such date, but said special emergency notes cannot be issued until the Ordinance listed above is effective; and

WHEREAS, N.J.S.A. 40:69A-181(a) provides that an ordinance goes into effect on the twentieth day after the date of its approval by the Mayor unless the Council, by resolution, declares an emergency; and

WHEREAS, the Council wishes to waive the 20 day waiting period as an emergency because said special emergency appropriation must be in place, and said special emergency notes must be issued, prior to the end of the current fiscal year, and allowing the 20 day waiting period to run would frustrate these objectives, resulting in fiscal and budgetary difficulties for the City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the Council declares an emergency requiring the immediate implementation of Ordinance No. 15.149 for the reason stated above;
2. pursuant to 40:69A-181(a), the twenty (20) day waiting period prior to the effective date of the Ordinance is hereby waived so that the Ordinance may become effective immediately.

APPROVED: Donna Man, C.F.O.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>11-10-15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION WAIVING THE TWENTY DAY WAITING PERIOD
OTHERWISE REQUIRED TO EFFECTUATE CITY ORDINANCE No.
15.149**

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@cnj.org

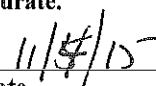
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will waive the 20 day waiting period for Ordinance 15-149 (AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$8,000,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES). This is necessary to be able to sell and close the notes by year end.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

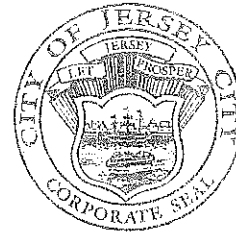
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-779

Agenda No. 10-F

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 68 GRAHAM STREET, A/K/A BLOCK 1401, LOT 9

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on November 12, 2013, Theresa Wilson (Borrower) executed a Mortgage and Note in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$31,865.00 made under the Homeowners Rehabilitation Program (HORP); and

WHEREAS the Mortgage was recorded in Book 18279 at Page 00869 of the Register of Deeds for Hudson County on December 3, 2013; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 68 Graham Street, Jersey City, also known as Block 1401, Lot 9; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$31,865.00, which is the full amount, since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$31,865.00 affecting 68 Graham Street, Jersey City, also known as Block 1401, Lot 9.

JLB/he
10/27/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 68 GRAHAM
STREET, A/K/A BLOCK 1401, LOT 9**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage. 68 Graham Street Jersey City, NJ 07305

I certify that all the facts presented herein are accurate.


Signature of Department Director

Sept 4, 2015
Date

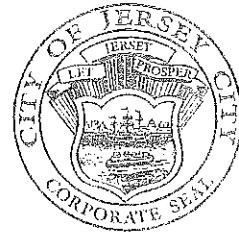
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.780

Agenda No. 10.6

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 111 RUTGERS AVENUE, A/K/A BLOCK 26403, LOT 22, F/K/A BLOCK 1349, LOT 1

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on November 1, 2006, Rosemie Abraham (Borrower) executed a Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$14,992.00 made under the under the Homeowners Rehabilitation Program (HORP); and

WHEREAS the Mortgage was recorded in Book 15161 at Page 00213 of the Register of Deeds for Hudson County on November 30, 2006; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 111 Rutgers Avenue, Jersey City, also known as Block 26403, Lot 22, f/k/a Block 1349, Lot 1; and

WHEREAS, eight (8) years have passed since the loan was made and the owner now wants to sell the property; and under the mortgage terms the owner is responsible for repaying the City 31% or \$4,750.00

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$4,750.00, which is the percentage amount owed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$14,992.00 affecting 111 Rutgers Avenue, Jersey City, also known as Block 26403, Lot 22, f/k/a Block 1349, Lot 1.

JLB/he
8/26/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A PAYOFF/REPAYMENT AFFECTING 111 Rutgers Ave
Block - 26403 -Lot -22**

Initiator

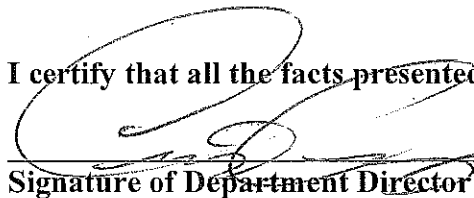
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla ,	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage/ Payment affecting
111 Rutgers Ave Jersey City, NJ 07305

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

9/4/15

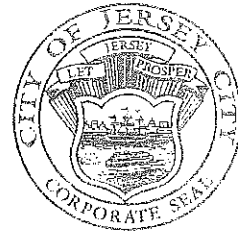
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.781

Agenda No. 10.H

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 72 WEGMAN PARKWAY, A/K/A BLOCK 24102, LOT 73, F/K/A BLOCK 1474, LOT 82.A

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on July 16, 2009, Bernice Hazel (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,275.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 17370 at Page 494 of the Register of Deeds for Hudson County; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 72 Wegman Parkway, Jersey City, also known as Block 24102, Lot 73, f/k/a Block 1474, Lot 82.A; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$5,275.00 affecting 72 Wegman Parkway, Jersey City, also known as Block 24102, Lot 73, f/k/a Block 1474, Lot 82.A.

JLB/he
11/04/15

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A
DISCHARGE OF MORTGAGE/ AFFECTING 72 Wegman Parkway
Block -1474 –Lot-82.A**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla ,	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage/ Payment affecting
72 Wegman Parkway

I certify that all the facts presented herein are accurate. 


Signature of Department Director

10/28/15
Date

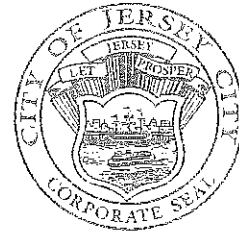
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.782

Agenda No. 10.1

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 178 WILKINSON AVENUE, A/K/A BLOCK 23501, LOT 91, F/K/A BLOCK 1305, LOT 24

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on April 28, 2005, Betty Addison (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,275.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 12966 at Page 00032 of the Register of Deeds for Hudson County; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 178 Wilkinson Avenue, Jersey City, also known as Block 23501, Lot 91, f/k/a Block 1305, Lot 24; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$5,275.00 affecting 178 Wilkinson Avenue, Jersey City, also known as Block 23501, Lot 91, f/k/a Block 1305, Lot 24.

JLB/he
11/04/15

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rólando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A
DISCHARGE OF MORTGAGE AFFECTING 178 Wilkinson Ave
Block -1305 –Lot-24**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla ,	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage affecting
178 Wilkinson Ave.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/28/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.783

Agenda No. 10.J

Approved: NOV 10 2015

TITLE:

**RESOLUTION CONFIRMING THE SALE OF CITY OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON
THURSDAY, OCTOBER 29, 2015**



COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on September 9, 2015, the Municipal Council of the City of Jersey City passed and adopted Resolution 15.641 authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

WHEREAS, notice of said sale was duly published as required by Law; and,

WHEREAS, pursuant to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, October 29, 2015 at ten o'clock in the forenoon, local time;

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said sale of the following property is ratified, subject to any conditions or terms affecting the sale or reversionary deed, as the case may be,

BE IT FURTHER RESOLVED, that the said contract of sale, and deed may be executed by the authorized officials of the City of Jersey City.

<u>BLOCK</u>	<u>LOT(S)</u>	<u>LOCATION</u>	<u>PURCHASER</u>	<u>PRICE</u>
15003	29	268 Fairmount Avenue	Elite Associates Holding, LLC 70 Fern Road East Brunswick, N.J. 08816 Attn: Muhammed Saleem	\$ 145,000.00

APPROVED: Ann Marie Mille, Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 90

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-10-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT
NEEDED FOR PUBLIC USE, HELD ON THURSDAY, OCTOBER 29, 2015**

Initiator

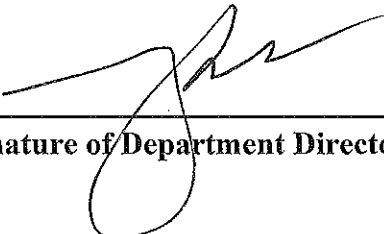
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

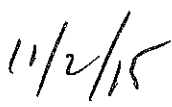
Resolution Purpose

To confirm the sale of 268 Fairmount Avenue which was sold to Elite Associates, LLC, 70 Fern Road, East Brunswick, New Jersey (Muhammed Saleem). This property was sold for \$145,000.. Once the deed is released the property will be placed back on the tax rolls.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

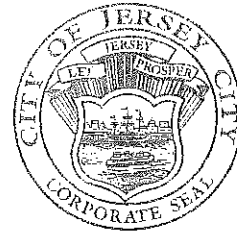
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.784

Agenda No. 10.K

Approved: NOV 10 2015

TITLE:



CANCELLATION OF 2015 REAL ESTATE TAXES ON BLOCK 1602 LOT 1.01 QUAL. C0203 ALSO KNOWN AS 71 NORTH STREET DUE TO A CHAPTER 441 TAX ABATEMENT

**COUNCIL OFFERED, AND MOVED ADOPTION OF THE
FOLLOWING RESOLUTION:**

WHEREAS, 71 North Street, also known as block 1602 lot 1.01 qual C0203 had received a judgment for 2014 reflecting a chapter 441 abatement, but the chapter 441 abatement was not reflected in the 2015 Tax Billing List; and

WHEREAS, the property was billed based on the original assessment which should be partially canceled; and

WHEREAS, the Tax Collector's files still indicate that taxes are due for the tax year 2015 and the Tax Collector would like to cancel the charges in the amount of \$ 1,750.49; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that part of the real estate tax balance on BLOCK 1602 LOT 1.01 QUAL C0203 also known as 71 North Street is hereby canceled in the amount of \$1,750.49.


Tax Assessor

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

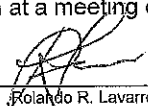
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

CANCELLATION OF 2015 REAL ESTATE TAXES ON BLOCK 1602 LOT 1.01 QUAL. C0203 ALSO KNOWN AS 71 NORTH STREET DUE TO A CHAPTER 441 TAX ABATEMENT

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To cancel 2015 taxes due to a chapter 441 tax abatement granted on a 2014 Hudson County Board Judgment and was not noted on the 2015 tax billing list.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10-27-15
Date

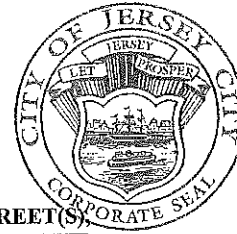
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-785

Agenda No. 10.1

Approved: NOV 10 2015

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE
AND NEVIN STREET BEGINNING 7:00 A.M. AND ENDING 5:00 P.M.
THURSDAY, NOVEMBER 26, 2015 AT THE REQUEST OF THE MO HAIR
FOUNDATION FOR THE THANKSGIVING DAY FEED**

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Mo Hair Foundation to close both Storms Avenue from Bergen Avenue to Monticello Avenue and Nevin Street beginning 7:00 a.m. and ending 5:00 p.m. on Thursday, November 26, 2015 for the purpose of the Thanksgiving Day Feed; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71 and 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close both Storms Avenue and Nevin Street does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and 296-73(D) and Chapter 122, Section 122-8(C) as the street closing will start earlier than what is permitted, more than one block at a time will be closed and the event will be held on a weekday; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and Chapter 122, Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Storms Avenue from Bergen Avenue to Monticello Avenue and Nevin Street beginning 7:00 a.m. and ending 5:00 p.m. on Thursday, November 26, 2015.

JDS:pcl
(10.56.15)

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-10-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE AND NEVIN STREET BEGINNING 7:00 A.M. AND ENDING 5:00 P.M. THURSDAY, NOVEMBER 26, 2015 AT THE REQUEST OF THE MO HAIR FOUNDATION FOR THE THANKSGIVING DAY FEED

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Monique Smith on behalf of Mo Hair Foundation, 124 Storms Avenue, JCNJ 201.852.0879	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org


Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE AND NEVIN STREET BEGINNING 7:00 A.M. AND ENDING 5:00 P.M. THURSDAY, NOVEMBER 26, 2015 FOR THE THANKSGIVING DAY FEED

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.


Director of Traffic & Transportation

Signature of Department Director

10/30/15
Date

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: November 4, 2015

TO: Jeremy Farrell, Corporation Counsel ✓
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
James Shea, Director, Dept. of Public Safety
Councilwoman Coleman, Ward F

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

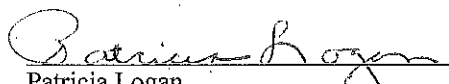
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following streets:

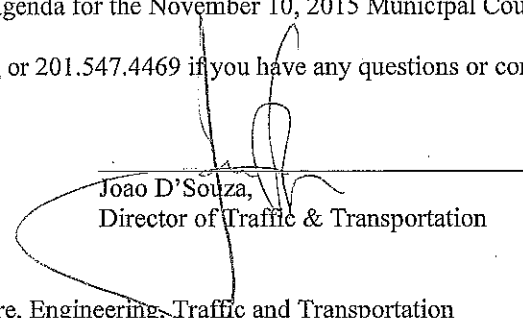
- Both Storms Avenue from Bergen Avenue to Monticello Avenue and Nevin Street, beginning 7:00 a.m. and ending 5:00 p.m., Thursday, November 26, 2015.

The street closing was requested by Monique Smith on behalf of the Mo Hair Foundation for the purpose of the Thanksgiving

It is anticipated this Resolution will be listed on the Agenda for the November 10, 2015 Municipal Council Meeting.

Feel free to contact Monte Zucker at Monte@icnj.org or 201.547.4469 if you have any questions or concerns.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Mark Albiez, Chief of Staff
Philip Zacche, Acting Police Chief
Michael Kelly, Captain, West District
Darren Rivers, Fire Chief
Mary Spinello-Paretti, Business Administrator, Parking Enforcement Division, J.C.P.D.
Council President Rolando Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Boggiano
Councilman Yun Councilwoman Osborne

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: STORMS AV from BERGEN to MONTICELLO AVS
NEVIN ST

PURPOSE OF EVENT: Thanksgiving Day Feed

BEGINS: 7AM ENDS: 5PM
Thursday, November 26, 2015

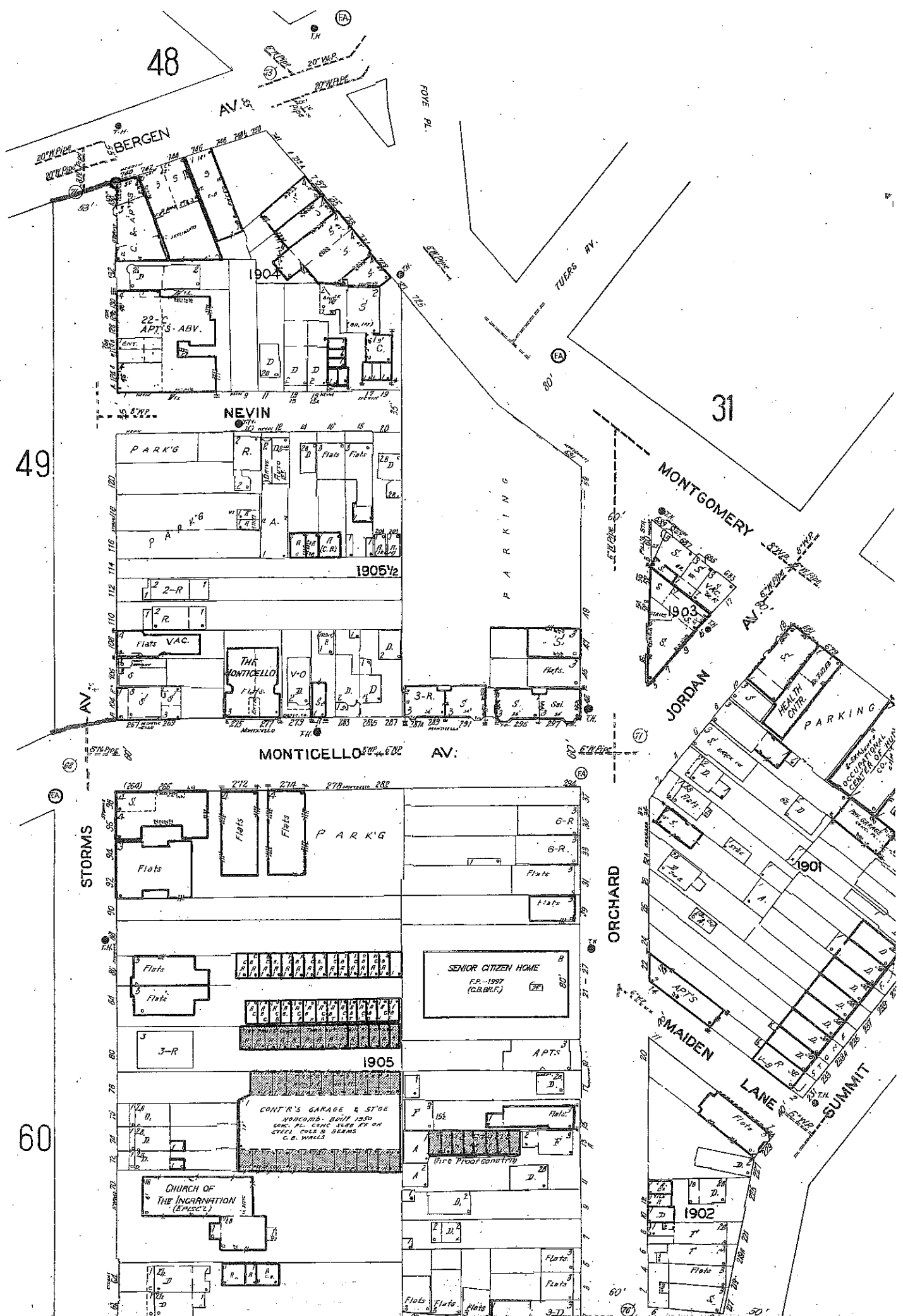
APPLICANT: Monique Smith

ORGANIZATION: Mo Hair Foundation

ADDRESS: 124 Storms Av

PHONE #: 201.852.0879

BEING WAIVED: Day of week, more than one block at a time closed, start time





Revised Date: Nov 26, 2015

JEFFERSON CITY DEPARTMENT OF PUBLIC WORKS DIRECTOR'S OFFICE Approved ☐ Denied ☐ Not Applicable ☐
 Reason for Denial / Modification _____
 Signature of Department Director _____ Date: 10/1/15
 DEPARTMENT OF PUBLIC WORKS
 Division of Traffic & Street Approved ☒ Denied ☐ Not Applicable ☐
 Are public streets to be closed? No ☐ Yes ☒ If Yes please list the street(s) & location: 8 TOPP ST, SEPORETO, MOBILE
 Comment(s): PAVING CONCRETE APPROVAL CCCCC NUBUN
 Signature of Traffic Engineer: [Signature] Date: 10/26/15
 TOTAL USE \$ _____

JEFFERSON CITY DEPARTMENT OF PUBLIC WORKS DIRECTOR'S OFFICE Approved ☐ Denied / Modified ☐
 Reason for Denial / Modification _____
 Signature of Department Director _____ Date: 10/1/15
 TOTAL USE \$ _____

JEFFERSON CITY FIRE DEPARTMENT Approved ☒ Denied ☐ Not Applicable ☐ INSP
 Comment(s): NO PERMITS, COOKING TO BE MAINTAINED SAFE CHECK
 Signature of Fire Officer: Matthew M. Bandy Date: 10/30/15
 TOTAL USE \$ _____

JEFFERSON CITY HEALTH DEPARTMENT Approved ☒ Denied ☐ Not Applicable ☐
 Comment(s): _____
 Signature of Health Officer: [Signature] Date: 10/13/15
 TOTAL USE \$ _____

JEFFERSON CITY POLICE DEPARTMENT DISTRICT COMMANDER Approved ☒ Denied ☐
 Comment(s): Lt. Kungwa HEARD FOR CCR. RUTY
 Signature of District Commander: [Signature] Date: 10/27/15
 TOTAL USE \$ _____

JEFFERSON CITY POLICE DEPARTMENT CHIEF OF POLICE Approved ☒ Denied ☐
 Comment(s): _____
 Signature of Police Chief: [Signature] Date: 10/29/15
 TOTAL USE \$ _____

JEFFERSON CITY POLICE DEPARTMENT DIRECTOR'S OFFICE Approved ☒ Denied ☐
 Comment(s): _____
 Signature of Police Director: [Signature] Date: 10/13/2015
 TOTAL USE \$ _____

JEFFERSON CITY DIVISION OF PARK MAINTENANCE Approved ☐ Denied ☐ Modified ☐
 Comment(s): _____
 Signature of Division Director: _____ Date: 10/1/15
 TOTAL USE \$ _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.786

Agenda No. 10.M

Approved: NOV 10 2015

TITLE:



RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on November 10, 2015, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$8,000,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES" (the "Ordinance"), for the purpose of appropriating the sum of \$8,000,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(h).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$8,000,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

SECTION 4. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Special Emergency Notes authorized by the Ordinance and hereunder. The Special Emergency Notes shall be direct, unlimited obligations of the City. The powers and obligations of the City to pay any Special Emergency Note issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Special Emergency Notes and interest thereon, without limitation of rate or amount.

City Clerk File No. Res. 15-786Agenda No. 10.MTITLE: NOV 10 2015

SECTION 5. All Special Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the City Clerk. Such officers are hereby authorized to execute and

deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Special Emergency Notes.

SECTION 6. The City reasonably expects to commence the purpose described in the ordinance referred to in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of Special Emergency Notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the Special Emergency Notes authorized in Section 2 hereof.

SECTION 7. A copy of this resolution as adopted shall be filed with the Director of Local Government Services in the Department of Community Affairs, State of New Jersey.

SECTION 8. This resolution shall take effect immediately.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
 Business Administrator Corporation Counsel
 Certification Required ☐
 Not Required ☐
 APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>11.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL
EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN
THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF
SPECIAL EMERGENCY NOTES OF THE CITY**

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

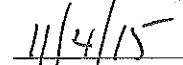
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes the CFO to sell Special Emergency Notes for the payment of contractually required severance liabilities resulting from retirement of City employees (accumulated absences) as authorized in Ordinance 15-149.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

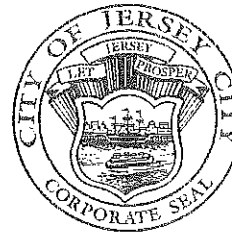
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.787

Agenda No. 10.N

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR 2015 BODY ARMOR REPLACEMENT FUND

COUNCIL
of the following resolution

Offered and moved adoption

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger; and

WHEREAS, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (FY 2015), and

WHEREAS, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

WHEREAS, the City of Jersey City having shown a desire to protect police officers has applied and has been awarded \$68,444.69 for this purpose, and

WHEREAS, the Jersey City Police Department would like to accept the \$68,444.69 award being offered by the New Jersey Division of Criminal Justice under the 2015 Body Armor Replacement Fund, and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City accepts \$68,444.69 from the New Jersey Division of Criminal Justice on behalf of the Jersey City Police Department, and
2. These funds will be used to provide body armor for the Jersey City Police Department.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

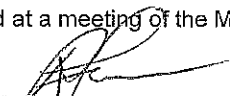
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
2015 BODY ARMOR REPLACEMENT FUND**

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Jaclyn Marcazo	Sgt.
Phone/email	(201) 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department has received a grant award from the New Jersey Department of Law and Public Safety in the amount of \$68,444.69. These funds will be used strictly to purchase body armor for sworn personnel.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

Two year expiration from the date of the award notice.

Type of award

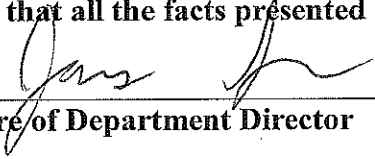
State - NJ Dept. of Law and Public Safety

If "Other Exception", enter type**Additional Information**

Body armor costs will be covered at 100% through grant funds.

There is **NO MATCH**.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/30/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.788

Agenda No. 10.0

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY DRUNK DRIVING ENFORCEMENT FUND (FY 2015)

COUNCIL as a whole
of the following resolution

Offered and moved adoption

WHEREAS, Driving while intoxicated creates many dangers to motorists and pedestrians of the City of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger and would like to invite the Jersey City Police Department to apply for funds under the **2015 Drunk Driving Enforcement Fund (DDEF)** in the amount of **\$12,508.32**; and

WHEREAS, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

WHEREAS, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

WHEREAS, the Division of Highway Traffic Safety will award the Jersey City Police Department a total of **\$12,508.32** upon completion of this grant application; and

WHEREAS, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

WHEREAS, the Jersey City Police Department would like to apply for the **\$12,508.32** grant from the Division of Highway Traffic Safety's **2015 Drunk Driving Enforcement Fund**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is authorized to submit an application to the New Jersey Law and Public Safety for the **2015 Drunk Driving Enforcement Fund**; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

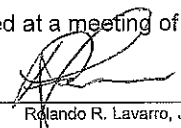
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11 10 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC
SAFETY DRUNK DRIVING ENFORCEMENT FUND (FY 2015)**

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department will apply for the **FY 2015 Drunk Driving Enforcement Fund** for the amount of **\$12,508.32**. These funds will be used to combat drunk driving for Officers to conduct Sobriety Checkpoints and DWI Roving Patrols. Overtime salaries will be covered at 100% by DDEF funds for these specialized enforcement activities.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

Upon receipt of funds until December 31, 2016

Type of award

State Grant

If "Other Exception", enter type**Additional Information**

Not Applicable

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/30/15
Date



JERSEY CITY POLICE DEPARTMENT

GRANTS OFFICE

1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Monique Snow
Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: November 4, 2015

SUBJECT: Resolutions

Dear Ms. Snow,

Attached you will find two resolutions to submit for the City Council Meeting:

- Resolution to Accept Grant Award from the FY 2015 New Jersey Body Armor Replacement
- Resolution to Apply for the FY 2015 Drunk Driving Enforcement Fund

Thank you for your assistance.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jaclyn Marcazo".

Sgt. Jaclyn Marcazo

*Alphabetical Listing

DDEF FY 2015
Jersey City

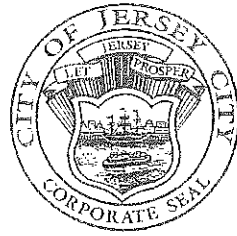
		Unclaimed Funding	Current Funding	Total Funds Available
HOLMDEL TWP	MON		\$6,323.22	\$6,323.22
HOPATCONG BORO	SUSS		\$6,463.06	\$6,463.06
HOPEWELL TWP (Incl. Hopewell Boro)	MER		\$6,149.34	\$6,149.34
HOWELL TWP	MON		\$14,874.58	\$14,874.58
HUDSON COUNTY SHERIFF	HUD		\$4,293.62	\$4,293.62
INDEPENDENCE TOWN	WARR		\$1,950.10	\$1,950.10
INTERLAKEN BORO	MON		\$151.68	\$151.68
IRVINGTON TOWN	ESS	\$1,719.41	\$4,108.79	\$5,828.20
ISLAND HEIGHTS BORO	OCE	\$507.36	\$676.13	\$1,183.49
JACKSON TWP	OCE		\$10,298.04	\$10,298.04
JAMESBURG BORO	MID	\$13,622.29	\$1,507.34	\$15,129.63
JEFFERSON TWP	MOR		\$7,256.43	\$7,256.43
JERSEY CITY	HUD		*\$12,508.32	*\$12,508.32*
KEAN UNIVERSITY	UNI	\$551.32	\$293.48	\$844.80
KEANSBURG BORO	MON		\$300.79	\$300.79
KEARNY TOWN	HUD	\$50,526.44	\$8,535.51	\$59,061.95
KENILWORTH BORO	UNI		\$2,263.42	\$2,263.42
KEYPORT BORO	MON	\$2,344.12	\$912.18	\$3,256.30
KINNELON BORO	MOR		\$723.46	\$723.46
LACEY TWP	OCE		\$11,871.78	\$11,871.78
LAKE COMO (Form. South Belmar Boro)	MON	\$8,819.66	\$715.06	\$9,534.72
LAKEHURST BORO	OCE	\$4,396.91	\$6,414.46	\$10,811.37
LAKEWOOD TWP	OCE		\$13,094.30	\$13,094.30
LAMBERTVILLE CITY	HUN		\$4,510.67	\$4,510.67
LAUREL SPRINGS BORO	CAM		\$681.93	\$681.93
LAVALETTE BORO	OCE		\$449.90	\$449.90
LAWNSIDE BORO	CAM		\$722.19	\$722.19
LAWRENCE TWP	MER		\$10,349.03	\$10,349.03
LEBANON TWP	HUN		\$730.52	\$730.52
LEONIA BORO	BERG		\$6,966.93	\$6,966.93
LINCOLN PARK BORO	MOR		\$4,623.79	\$4,623.79
LINDEN CITY	UNI		\$11,944.16	\$11,944.16
LINDENWOLD BORO	CAM		\$2,098.08	\$2,098.08
LINWOOD CITY	ATL		\$1,486.03	\$1,486.03
LITTLE EGG HARBOR TWP	OCE	\$14,583.26	\$1,754.73	\$16,337.99
LITTLE FALLS TWP	PASS		\$5,360.53	\$5,360.53
LITTLE FERRY BORO	BERG	\$173.15	\$449.90	\$623.05
LITTLE SILVER BORO	MON	\$7,806.01	\$2,526.56	\$10,332.57
LIVINGSTON TWP	ESS	\$10,759.65	\$1,341.27	\$12,100.92
LODI BORO	BERG	\$6,642.37	\$2,776.04	\$9,418.41
LOGAN TWP	GLOU		\$3,055.81	\$3,055.81
LONG BEACH TWP (Incl. Barnegat Light Boro)	OCE	\$4,358.42	\$6,504.40	\$10,862.82
LONG BRANCH CITY	MON	\$29,133.59	\$6,673.18	\$35,806.77
LONG HILLS TWP	MOR		\$1,861.05	\$1,861.05
LONGPORT BORO	ATL		\$1,826.98	\$1,826.98
LOPATCONG TWP	WARR	\$5,040.92	\$1,570.77	\$6,611.69
LOWER ALLOWAYS CREEK	SAL	\$1,476.32	\$715.49	\$2,191.81
LOWER TWP	CAPE		\$6,360.67	\$6,360.67
LUMBERTON TWP	BURL	\$2,170.22	\$2,960.12	\$5,130.34

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.789

Agenda No. 10.P

Approved: NOV 10 2015



TITLE: **RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF KEITH PANTALEON V. CITY OF JERSEY CITY, ET AL.**

COUNCIL
following Resolution:

offered and moved adoption of the

WHEREAS, Keith Pantaleon ("plaintiff") filed a lawsuit in the United States District Court bearing Docket No.2:15-cv-450; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$20,000.00 because of the litigation risk involved; and

WHEREAS, the plaintiff has agreed to this settlement and will sign all required releases and will dismiss the lawsuit with prejudice; and

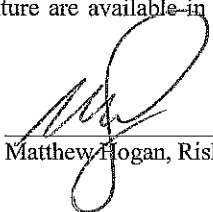
WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$20,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$20,000.00 payable to plaintiffs and their attorney.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

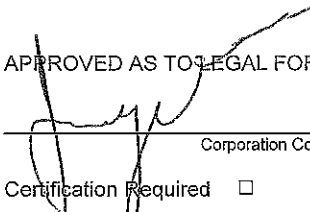
SDC/ew
10/28/15


Matthew Hogan, Risk Manager

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0

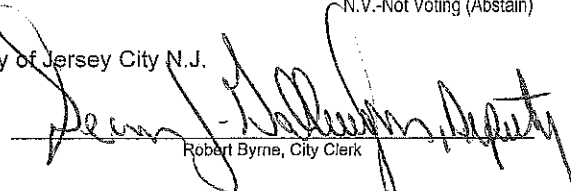
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-10-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF KEITH PANTALEON V. CITY OF JERSEY CITY, ET AL.

Initiator

Department/Division	Law Department	Law Department
Name/Title	Stevie D. Chambers	Assistant Corporation Counsel
Phone/email	(201) 547-4908	SChambers@jcnj.org

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To settle the above-referenced lawsuit. This lawsuit involves allegations that police officers illegally searched plaintiff's apartment and seized weapons.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

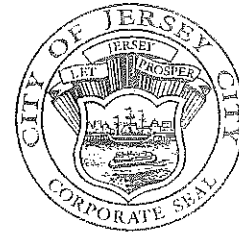
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.790

Agenda No. 10.0

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT TO PROVIDE CLINICAL SERVICES FOR UNINSURED CHILDREN, ADULTS AND SENIOR CITIZENS

COUNCIL OF
RES

OF THE FOLLOWING

WHEREAS, pursuant to
Jersey City (City) i
mantoux testing, a
adult and senior cit

WITHDRAWN

C. 8:52 App., the City of
nsisting of lead screening,
ough 18 years old), and an

WHEREAS, the C
currently provides

alth and Human Services,

WHEREAS, N.J.A.
person or agency u

these services through a

WHEREAS, the City desires to contract with an agency to provide the services so that all uninsured children have free access to State of New Jersey required testing and immunizations; and

WHEREAS, the City desires to contract with an agency to provide free flu vaccine to adults and senior citizens; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(2) authorizes the City to use competitive contracting to award a contract for the operation, management or administration of social service programs; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to provide clinical services consisting of lead testing, mantoux testing, a children's vaccination program, and an adult and senior citizen flu vaccination program; and

City Clerk File No. Res. 15-790Agenda No. 10-Q

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE
CONTRACTING TO AWARD A CONTRACT TO PROVIDE
CLINICAL SERVICES FOR UNINSURED CHILDREN, ADULTS
AND SENIOR CITIZENS**

- 2) pursuant to N.J.S.A. 40A:11-4.5(c), the Municipal Clerk shall notify affected employees and their bargaining units of City's intention to solicit proposals for these services under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.

RR
10-19-15

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Admini

_____ oration Counsel

☐☒**APPROVED**

RECO			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

E 11.10.15			
COUNCILPERSON	AYE	NAY	N.V.
RA			
TERMAN			
RROR, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Munic

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT TO PROVIDE CLINICAL SERVICES FOR UNINSURED CHILDREN, ADULTS AND SENIOR CITIZENS

Initiator

Department/Division	Health & Human Services	
Name/Title	Stacy Flanagan	Director
Phone/email	547-6800	SFlanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City is required to provide free clinical services consisting of lead screening, mantoux testing, a children's vaccination program (newborn through 18 years old), and an adult and senior citizen flu vaccination program. N.J.A.C. 8:52-1.6 authorizes the City to provide these services through a person or agency under contract to the City. The City desires to contract with an agency to provide the services so that all uninsured children have free access to State of New Jersey required testing and immunizations and so that free flu vaccine is available to adults and senior citizens. The law requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

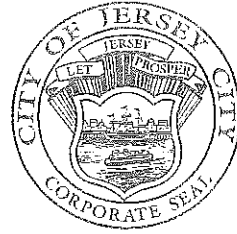
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.791

Agenda No. 10.R

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION OF THE SEXUALLY TRANSMITTED DISEASES CLINIC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, pursuant to N.J.A.C. 8:52-12.3(d) and N.J.A.C. 8:52 App., Sexually Transmitted Diseases, the City of Jersey City (City) is required to provide free services related to the treatment and control of sexually transmitted diseases regardless of a residents ability to pay or whether or not they have insurance; and

WHEREAS, the City's Division of Health, Department of Health and Human Services currently provides these services for free at the City's Sexually Transmitted Diseases (STD) Clinic; and

WHEREAS, N.J.A.C. 8:52-1.6 authorizes the City to provide these services through a person or agency under contract to the City; and

WHEREAS, the City desires to contract with an agency to provide STD Clinical services so that all residents needing testing and treatment without prescriptions can be cared for in a setting at no cost to the patient or to their partners; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(2) authorizes the City to use competitive contracting to award a contract for the operation, management or administration of social service programs; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to provide services related to the treatment and control of sexually transmitted diseases; and

WITHDRAWN

City Clerk File No. Res. 15.791Agenda No. 10.R

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE
CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION OF
THE SEXUALLY TRANSMITTED DISEASES CLINIC**

- 2) pursuant to N.J.S.A. 40A:11-4.5(c), the Municipal Clerk shall notify affected employees and their bargaining units of City's intention to solicit proposals for these services under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.

RR
10-19-15

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Admini_____
oration Counsel☐

☒ **APPROVED**

WITHDRAWN

RECO			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

E 11.10.15			
COUNCILPERSON	AYE	NAY	N.V.
RA			
GERMAN			
RRRO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Munic

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
AWARD A CONTRACT FOR THE OPERATION OF THE SEXUALLY TRANSMITTED
DISEASES CLINIC**

Initiator

Department/Division	Health & Human Services	
Name/Title	Stacy Flanagan	Director
Phone/email	547-6800	SFlanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City is required to provide free services related to the treatment and control of sexually transmitted diseases regardless of a residents ability to pay or whether or not they have insurance. N.J.A.C. 8:52-1.6 authorizes the City to provide these services through a person or agency under contract to the City. The City desires to contract with an agency to provide STD Clinical services so that all residents needing testing and treatment without prescriptions can be cared for in a setting at no cost to the patient or to their partners. The law requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.792

Agenda No. 10.5

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES TO EVALUATE THE BUSINESS LICENSING AND PERMITTING PROCESS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) is seeking to better support small businesses; and

WHEREAS, the City is seeking to conduct a rigorous assessment of the City's current business licensing and permitting process in an effort to improve workflow management, reduce processing times, increase access to information, and enhance the overall customer experience; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to business permitting to provide the above listed assessment and also to develop strategic recommendations to improve the current process and achieve the above listed objectives; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) authorizes the City to use competitive contracting to award a contract for "Consulting Services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract for consulting services that will include conducting an assessment of the City's current business licensing and permitting process and recommending specific improvements to the process.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES TO EVALUATE THE BUSINESS LICENSING AND PERMITTING PROCESS

Initiator

Department/Division	Office of the Mayor	Bureau of Innovation
Name/Title	Brian Platt	Director of Innovation
Phone/email	BPlatt@icni.org	201-988-2432

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizes the use of competitive contracting to procure consulting services that will include conducting an assessment of the City's current business licensing and permitting process and recommending specific improvements to the process.

I certify that ~~all~~ the facts presented herein are accurate.



Signature of Department Director

11/2/15

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.793

Agenda No. 10.T

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS FOR UPGRADES/MODIFICATIONS TO THE HVAC SYSTEM IN THE AUTO SHOP BUILDING AT THE MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVENUE EAST, PROJECT NO. 2015-025, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City informally solicited a quote for HVAC upgrades/modifications; and

WHEREAS, it is impracticable to solicit additional quotes due to proprietary data tracking software to keep track of energy usage;

WHEREAS, an informal quote was solicited and a proposal obtained, from the original installer of the HVAC system, Jersey State Controls, 1105 Industrial Parkway, Brick, New Jersey 08724 in the total amount of Thirty One Thousand, Two Hundred Dollars (\$31,200.00); and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Division of Architecture, Engineering, Traffic and Transportation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$31,200.00 are available in the Capital Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-886-990	116959	\$31,200.00

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS FOR UPGRADES/MODIFICATIONS TO THE HVAC SYSTEM IN THE AUTO SHOP BUILDING AT THE MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVENUE EAST, PROJECT NO. 2015-025, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$31,200.00 for HVAC upgrades/modifications is awarded to Jersey State Controls and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$31,200.00 are available in the Capital Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-886-990	116959	\$31,200.00

Peter Folgado, Director of Purchasing,
QPA, RPPO

October 27, 2015
Date

PF/pv
10/27/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>11.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO JERSEY STATE CONTROLS FOR UPGRADES/MODIFICATION TO THE HVAC SYSTEM IN THE AUTO SHOP BUILDING AT THE MUNICIPAL SERVICES COMPLEX, 13 - 15 LINDEN AVENUE EAST, PROJECT NO. 2015-025, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Jersey State Controls will install the necessary components to retrofit the existing barometric dampers with a motor operated Belimo actuators. The dampers' blades will be modified to accept a linkage rod and damper clip. Dampers will be connected to electronic, spring return, low voltage damper actuator and will energize when CO levels rise. Once proven open the interlocked fans will start.

Cost (Identify all sources and amounts)

\$31,200.00 (Various City Buildings)
04-215-55-886-990

Contract term (include all proposed renewals)

The term of this will be two (2) months after award of the contract.

Type of award

If "Other Exception", enter type

Additional Information

After various complaints regarding fumes and poor air quality in the Auto Shop Building and office spaces on the first floor, the City contracted with Partner Engineering and Science to performed Air Quality Testing. The report issued to the City stated several issues which are causing the problem, one of which is that the louvers are not functioning properly (see attached report). It was recommended that the HVAC System in the Auto Shop Building be upgraded/modified.

Another corrective action to address this issue was to have a second set of doors installed between the Auto Shop Building and the office; a contract with the Louis Gargiulo Company has already been awarded to address the issue of installing a second set of doors to aid in the prevention of the exhaust from entering the office space. The storefronts have been ordered and will be installed between within the next few weeks.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10-26-15
Date

10/30/15



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
118860

REQUISITION # 0172005
BUYER P2PRESO

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE **VENDOR NO.**
10/27/2015 **JE296805SB**

VENDOR INFORMATION

JERSEY STATE CONTROLS
1105 INDUSTRIAL PARKWAY

BRICK NJ 08724

DELIVER TO
ARCH, ENG, TRAFF & TRANS.
13-15 LINDEN AVE. EAST

JERSEY CITY NJ 07305

BILL TO
ARCH, ENG, TRAFF & TRANS.
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	HVAC UPGRADES /MODIFICATIONS PROJECT NO. 2015-025 UPGRADES/MODIFICATIONS TO THE HVAC SYSTEM IN THE AUTO SHOP BUILDING AT THE NEW MUNICIPAL SERVICES COMPLEX, 13 - 15 LINDEN AVE EAST, FOR THE DEPT OF ADMINISTRATION, DIV OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION. RESO _____, APPROVED _____	04-215-55-886-990	31,200.0000	31,200.00

TAX EXEMPTION NO. 22-6002013

PO Total 31,200.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #

0172005

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
JERSEY STATE CONTROLS
1105 INDUSTRIAL PARKWAY
BRICK NJ 08724

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

JE296805SB

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MUNICIPAL SERVICES	04-215-55-886-990	31,200.00	31,200.00

MUNICIPAL SERVICES COMPLEX - HVAC UPGRADES
MODIFICATIONS
(AUTO SHOP BUILDING)

PROJECT NO. 2015-025

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO
JERSEY STATE CONTROLS FOR UPGRADES/MODIFICATIONS
TO THE HVAC SYSTEM IN THE AUTO SHOP BUILDING AT
THE NEW MUNICIPAL SERVICES COMPLEX, 13 - 15 LINDEN
AVE. EAST, FOR THE DEPARTMENT OF ADMINISTRATION,
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND
TRANSPORTATION.

Requisition Total 31,200.00

Req. Date: 10/21/2015

Requested By: AUDREY

Buyer Id:

Approved By: 

This Is Not A Purchase Order



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 26, 2015

TO : Peter Folgado, Purchasing Agent, RPPO, QPA

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering,
Traffic and Transportation

SUBJECT : Municipal Service Complex - HVAC Upgrades/Modification in Auto
Shop Building
Project No. 2015-025
Re: Jersey State Controls

Our office has solicited a proposal from Jersey State Controls in the amount of \$31,200.00 for upgrades/modification to the HVAC System in the Auto Shop Building. The work includes the following:

Installation of the necessary components to retrofit the existing barometric dampers with a motor operated Belimo actuators. The dampers' blades will be modified to accept a linkage rod and damper clip. Dampers will be connected to electronic, spring return, low voltage damper actuator and will energize when CO levels rise. Once proven open the interlocked fans will start (see attached quote).

We recommend awarding this contract to Jersey State Controls since they were the original installer of this system hence the tie in to the various controls will be seamless. Attached please find Purchase Requisition No. 0172005 for this purpose.

ab
Attachments



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 26, 2015

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation *BFW*

SUBJECT : Municipal Services Complex - HVAC Upgrades in Auto Building
Project No. 2015-025
Re: Jersey State Controls

Attached for your consideration is the Resolution authorizing the award of a contract to Jersey State Controls in connection with upgrades/modifications to the HVAC System in the Auto Shop Building located at 13 - 15 Linden Avenue, East.

After various complaints from employees regarding fumes and poor air quality in the Auto Shop and office spaces on the first floor, the City contracted with Partner Engineering and Science (Partner) to performed Air Quality Testing. The report issued to the City by Partner stated that there are several issues causing the problem, once of which is that the louvers are not functioning properly (see attached report). It was recommended that the HVAC System be upgraded/modified.

After meetings with the administration, it was agreed that these upgrades were necessary for the protection, health and welfare of the employees. A proposal was solicited from Jersey State Controls the subcontractor who installed and have been maintaining the system. Work will include the following:

Installation of the necessary components to retrofit the existing barometric dampers with a motor operated Belimo actuators. The dampers' blades will be modified to accept a linkage rod and damper clip. Dampers will be connected to electronic, spring return, low voltage damper actuator and will energize when CO levels rise. Once proven open the interlocked fans will start (see attached quote).

A contract with the Louis Gargiulo Company has already been awarded to address the issue of installing a second set of doors to aid in the prevention of the exhaust from entering the office spaces. The storefronts have been ordered and will be installed between within the next few weeks.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A. of full age, hereby certifies as follows:

1. I am the Chief Landscape Architect of the City of Jersey City (City) and have knowledge of the services needed for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.
2. The City requires the services of Jersey State Controls to upgrade/modify system that was installed by them as a subcontractor for Terminal Construction Corp. during construction of the New Municipal Services Complex.
3. The City informally solicited a quotation for these services.
4. Jersey State Controls submitted a proposal in response to the City's request indicating that it will provide the necessary services for the sum of \$31,200.00.
5. The Chief Landscape Architect's recommendation is to award the contract to Jersey State Controls.
6. The term of the contract is for a period of two (2) months, commencing with the date of the contract is executed by City officials.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10.20.15



Brian F. Weller, A.S.L.A, L.L.A., Director



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0071497 FOR JERSEY STATE ENERGY CONTROLS,
INC. IS VALID.



HVAC Control Systems – HVAC Maintenance and Service Contracts



**Proposal for Jersey City Municipal
Services Complex
13 Linden Rd East, Jersey City, NJ**

REVISED WITH BREAKDOWNS

Respectfully submitted:

Mark Crescenzo, President

Jersey State Controls, Co.



Representing Andover Controls by Schneider Electric Since 1983

1105 Industrial Parkway Suite B

Phone: 732-206-0100

Brick, New Jersey 08724

Fax: 732-206-0080

Email: mark.crescenzo@jscbms.com

Cell: 732-489-1664

October 7, 2015

REVISED OCTOBER 9TH, 2015

Mr. Ted Haefner

Partner Engineering and Science

c/o City of Jersey City

Mr. Brian Weller, Brian F. Weller, LLA, ASLA, Director

Division of Architecture, Engineering, Traffic and Transportation

Re: Proposal for upgrade and controls in the Auto Building

Gentlemen:

I am pleased to provide the following information as it relates to my site visit and discussion with Mr. Brian Weller. JSC proposes the necessary labor and material to interlock the existing outdoor air intake dampers with the operation of the Exhaust Fans.

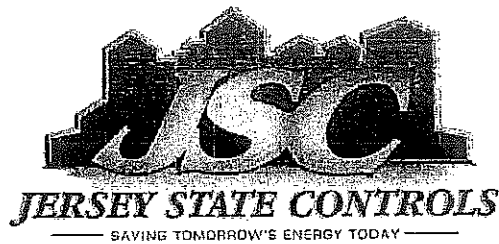
1. JSC Control Scope of Work:

JSC will provide and install the necessary components to retro-fit the existing barometric dampers with motor operated Belimo actuators. The damper blades will be modified to accept a linkage rod and damper clip. Dampers will be connected to an electronic, spring return, low voltage damper actuator and will energize when CO levels rise. Once proven open the interlocked exhaust fans will start.

Included are:

Each Damper Bank (total 4) consists of 8 damper sections approximately 36x30. One damper bank (west wall) has half its damper blocked by a concrete column and will not be retrofitted.

There are four total locations of damper banks.



Representing Andover Controls by Schneider Electric Since 1983

1105 Industrial Parkway Suite B

Phone: 732-206-0100

Brick, New Jersey 08724

Fax: 732-206-0080

Email: mark.crescenzo@jscbms.com

Cell: 732-489-1664

Page 2

JSC will provide electrical labor, technician labor, programming, an "Auto" "Manual" mode switch and upgraded power supplies as required.

As Built documentation will be provided.

Total Cost: \$ 31,200.00

Other facts:

The lead time on this project is approximately 5 weeks.

Bond not included / Prevailing Wage is figured.

A purchase order is required to commence work.

FOLLOWING IS A BREAKDOWN OF THE PRICING:

EQUIPMENT: 28 Belimo 24V, spring return, 2 position actuators with blade clips, crank arms, pivot components, linkage shafts and angle brackets, New power supplies (transformers), extension of emt piping, conduit, wire, boxes and connectors. Value: \$11,200.00

FIELD LABOR: Electrical and installation labor to install actuators, wire and make final connections / terminations (approximately 14 man days @ \$1,160 per day) = \$ 16,240.00

IN HOUSE ENGINEERING, PROGRAMMING, FIELD TECH START UP, AS BUILTS

Check out, start up and program tests: \$3,760



Representing Andover Controls by Schneider Electric Since 1983

1105 Industrial Parkway Suite B

Phone: 732-206-0100

Brick, New Jersey 08724

Fax: 732-206-0080

Email: mark.crescenzo@jscbms.com

Cell: 732-489-1664

If you have any questions regarding this proposal please call me. I appreciate your continued confidence in Jersey State Controls and thank you for this opportunity.

Sincerely,

Mark Crescenzo

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.794
Agenda No. 10.U
Approved: NOV 10 2015
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A. ALEXANDER, INC. FOR THE EMERGENCY PAVING OF TWO LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City informally solicited quotes for the paving of Duncan Court and East are of Pacific Avenue; and

WHEREAS, three (3) proposals were solicited, with the lowest, responsive and responsible being that from J.A. Alexander Inc., 130-158 JFK Drive North, Bloomfield, New Jersey 07003 in the total amount of **Thirty Two Thousand, Five Hundred Seventy One Dollars (\$32,571.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Division of Architecture, Engineering, Traffic and Transportation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$32,571.00 are available in the **Capital Account**.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-903-990	118906	\$32,571.00

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A. ALEXANDER, INC. FOR THE EMERGENCY PAVING OF TWO LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$32,571.00 for the paving of Duncan Court and East of Pacific Avenue is awarded to J.A. Alexander, Inc. and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$32,571.00 are available in the Capital Account.

Account
04-215-55-903-990

PO #
118906

Total Contract
\$32,571.00

Peter Folgado, Director of Purchasing,
QPA, RPPO

November 4, 2015
Date

PF/pv
11/4/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A. ALEXANDER, INC. FOR THE EMERGENCY PAVING OF TWO LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	ADMINISTRATION	Architecture, Engineering, Traffic and Transportation
Name/Title	Jose R. Cunha, P.E., C.M.E.	Director of Engineering
Phone/email	201-547-4411	JCunha@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Emergency paving of two location before inclement weather.

- 1) Duncan Court (between JFK Blvd and Westside Ave.)
- 2) Salt Pad installation beneath the NJTPKE on Grand Street, east of Pacific Avenue

Cost (Identify all sources and amounts)

General Engineering Account:
04-215-55-903-990....
Amount \$32,571.00
R #0172154

Contract term (include all proposed renewals)

Contract through December 31,2015

Type of award

Pay to Play

If "Other Exception", enter type

Additional Information

Solicited and received (3) quotations from the following vendors.

J.A. Alexander, Inc.	\$32,571.00
Power Concrete, Inc.	\$39,600.00
JAG Paving Co.	\$43,000.00

I certify that all the facts presented herein are accurate.

ROBERT KAKOLESKI,
BUSINESS ADMINISTRATOR

DATE

PETER FOLGADO
DIRECTOR OF PURCHASING, RPPO, QPA
CITY OF JERSEY CITY

11/24/15

DATE

DETERMINATION OF VALUE CERTIFICATION

I, JOSE R. CUNHA, P.E., C.M.E., of full age, hereby certifies as follows:

1. I am the Director of Engineering at the Division of Architecture, Engineering, Traffic and Transportation for the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.
2. The City of Jersey City requires the emergency paving of two locations before inclement weather conditions; 1) Duncan Ct. and 2) Salt Pad installation beneath the NJ Turnpike on Grand Street east of Pacific Ave.
3. The City received two (3) quotations, the lowest being from J.A. Alexander, Inc.
4. I recommend awarding this contract to **J.A. Alexander Inc., 130-158 John F. Kennedy Drive North, Bloomfield, NJ 07003**,
5. The term of the contract through January 31, 2016
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

JOSE R. CUNHA, P.E., C.M.E
Director of Engineering
Division of Architecture, Engineering,
Traffic and Transportation



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0068626 FOR J. A. ALEXANDER, INC. IS VALID.

JAG PAVING CORP

218-220 Kearny Ave.

Kearny, NJ 07032

Office: (201) 991-4165

Fax: (201) 997-5783

www.JAGPAVINGNJ.com

jagpaving@verizon.net

PROPOSAL

LIC NO.: 13VH01119300

FULL INSURED

Thursday, October 22, 2015

Invoice #: 2286

Vipul Patel

Traffic and Engineering

13-15 Linden Ave

Jersey City, NJ 07305

Tel: 973-573-9179

Cell:

Email: Vipul@jcnj.org

RE: Duncan Ct. (Between JFK BLVD and Westside Avenue)

Jag Paving Corp. would like to thank you for the opportunity to quote the project at the location referenced above

Scope of Work

Location 1

Duncan Ct. (Between JFK BLVD and Westside Avenue)

Excavation (If and where directed by Engineer)	5CY
Leveling course of pavement material	3 TON
Tack Coat	600 SY
Final Paving Course, 1 5 (3" Avg.)	600 SY
2 manholes to reset the casting	
Use paving box for all paving	
Use 1 ½ ton roller to compact	
Use 3 ton roller to compact	
Use 10 ton roller to compact	

Total: \$23,000.00

This job is quoted with prevailing wages and is non union. Including Police for Safety

Note:

Permits are not included in pricing. This contract may be withdrawn by Jag Paving Corp. if not accepted within 30 days of signing contract. After 60 days contract pricing will reflect market pricing. At time of contract a 50% deposit and 50% balance when the job is finished.

Sincerely,

Accepted by: _____

Print Name & Title _____

Lorena Lugo
JAG Paving Corp.

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE, EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

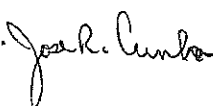
STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 30, 2015

TO : Peter Folgado, Purchasing Agent, RPPO, QPA

FROM : Jose R. Cunha, P.E., C.M.E. 
Director of Engineering

SUBJECT : **AWARD RECOMMENDATION**
J.A. ALEXANDER, INC.
PAVING 2 VARIOUS LOCATIONS

Due to the urgent nature of the project to pave two locations, the Division of Architecture, Engineering, Traffic and Transportation solicited and received (3) cost proposals as shown below:

Quotations	Total Amount
J.A. Alexander, Inc. - Bloomfield, NJ	\$32,571.00
Power Concrete Co., Inc. - Newark, NJ	\$39,600.00
Jag Paving Corp. - Kearny, NJ	\$43,000.00

After careful review and consideration of the proposals, we recommend the award of contract to the lowest bidder J.A. Alexander, Inc. (R# 0172154). The low bid amount \$32,751.00 is reasonable and acceptable. Please prepare the Pay to Play Resolution for the November 10, 2015 Municipal Council Meeting. If you have any questions, please feel free to contact my office at 201-547-4411.

Thank you.

dlo

c: Robert Kakoleski, Business Administrator
Brian Weller, Division Director, AETT
Patricia Vega, Assistant Purchasing Agent
Patrice Lambert, Principal Buyer
Stanley Huang, Municipal Engineer
Martin J. Valenti, JCIA
Vipul Patel, Senior Engineer, Project Manager



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST
| JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

TO: Dawn Odom

FROM: Vipul Patel

DATE: October 30, 2015

CC: Jose R. Cunha, City Engineer
Stanley Huang, Assistant City Engineer
Peter Folgado, Purchasing Officer.

RE: Paving of Duncan Ct. and Salt pad installation under Turnpike

For above referenced paving, I have received Three (3) Bidders. Lowest bidder is J.A. Alexander, Inc. The Low Bid amount \$32,751.00 is reasonable and acceptable. Please find attachments for your file.

JAG PAVING CORP

218-220 Kearny Ave.

Kearny, NJ 07032

Office: (201) 991-4165

Fax: (201) 997-5783

www.JAGPAVINGNJ.com

jagpaving@verizon.net

PROPOSAL

LIC NO.: 13VH01119300

FULL INSURED

Thursday, October 22, 2015

Invoice #: 2286A

Vipul Patel

Traffic and Engineering

13-15 Linden Ave

Jersey City, NJ 07305

Tel: 973-573-9179

Cell:

Email: Vipul@jcnj.org

RE: Under the Turn Pike and East of Pacific Avenue

(Near Intersection of Grand St & Pacific Ave)

Jag Paving Corp. would like to thank you for the opportunity to quote the project at the location referenced above

Scope of Work

Location 2

Under the Turn Pike and East of Pacific Avenue

(Near Intersection of Grand St & Pacific Ave)

Compaction of existing surface (50x50)

Final Paving Course (6" thick)

Use 4" inches of I 2 and 2" inches of I 5

Use paving box for all paving

Use 1 ½ ton roller to compact

Use 3 ton roller to compact

Use 10 ton roller to compact

Total: \$20,000.00

This job is quoted with prevailing wages and is non union.

Note:

Permits are not included in pricing. This contract may be withdrawn by Jag Paving Corp. if not accepted within 30 days of signing contract. After 60 days contract pricing will reflect market pricing. At time of contract a 50% deposit and 50% balance when the job is finished.

Sincerely,

Accepted by: _____

Lorena Lugo
JAG Paving Corp.

Print Name & Title: _____

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am President
of the firm of J. A. Alexander Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) [Signature]

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

October 29, OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2015

[Signature]

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Jose D. Reborebas	34 Alpine Pl. Kearny, NJ	100%

SIGNATURE: _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

October 29, OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2015(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH
THIS PROPOSAL).

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@icnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jose A. Rodriguez

Representative's Signature: [Signature]

Name of Company: J. A. Alexander Inc.

Tel. No.: 973-680-0220 Date: 10-29-15

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): J. A. Alexander

Representative's Signature: [Signature]

Name of Company: J. A. Alexander Inc.

Tel. No.: 973-680-0220

Date: 10-29-15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : J. A. Alexander Inc.
Address : 130 John F. Kennedy Dr. No. Bloomfield, NJ
Telephone No. : 973-680-0220
Contact Name : 973-680-0221

Please check applicable category :

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: J. A. Alexander Inc.

Address: 130 John F. Kennedy Dr. No. B/Longfield, NJ

Telephone No.: 973-680-0220

Contact Name: 973-680-0221

Please check applicable category:

<input checked="" type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON
SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that J. A. Alexander Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: J. A. Alexander Inc.

Signed [Signature] Title: President

Print Name JOSE D. Behrebas Date: 10-29-15

Subscribed and sworn before me
this 29 day of OCT, 2015.

(Affiant)

My Commission expires 3-28-20

(Print name & title of affiant)

(Corporate

Seal) [Signature]

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Certificate Number
68617

Registration Date: 04/11/2014
Expiration Date: 04/10/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
J.A. Alexander, Inc.

Responsible Representative(s):
Jose D Rebimbas, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Certification 23505


CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2015 to 15-AUG-2018



J.A. ALEXANDER, INC.
130 JOHN F. KENNEDY DR.
N. BLOOMFIELD NJ 07003




Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.795

Agenda No. 10.V

Approved: NOV 10 2015



TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 13.755 approved on November 13, 2013, awarded a one-year, open - end contract in the amount of \$237,090.58 to **Bayway Lumber** for lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution No. 14.768, approved on November 25, 2014, exercised the first of two renewal options for a total contract amount of \$239,935.66; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **November 13, 2015 and ending on November 12, 2016**; and

WHEREAS, the total cost of the contract renewal is **\$239,935.66**; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 15-01-201-26-291-211**.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Bayway Lumber** to provide lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is an open – end contract and is for a one-year period effective as of November 13, 2015, and the total cost of the contract shall not exceed **\$239,935.66**;
- 3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 15.795Agenda No. 10.VTITLE: NOV 10 2015

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END
CONTRACT WITH BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY
OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF
PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-211 for payment of the above resolution.

Requisition # 0172669Purchase Order # 118861Temp. Encumbrance \$ 10,000.00

October 20, 2015

APPROVED: Mark Redfield
Mark Redfield, DPW Director

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>11.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Silendra Baijnauth

From: Raymond Reddington
Sent: Monday, October 19, 2015 10:06 AM
To: Silendra Baijnauth
Subject: RE: Emailing: Bayway Lumber renewal.doc

Looks okay.

-----Original Message-----

From: Silendra Baijnauth
Sent: Monday, October 19, 2015 10:03 AM
To: Raymond Reddington
Subject: RE: Emailing: Bayway Lumber renewal.doc

Please see attached.
Thanks

-----Original Message-----

From: Raymond Reddington
Sent: Monday, October 19, 2015 9:36 AM
To: Silendra Baijnauth
Subject: RE: Emailing: Bayway Lumber renewal.doc

Please see attached copy of resolution for changes.

-----Original Message-----

From: Silendra Baijnauth
Sent: Friday, October 16, 2015 9:24 AM
To: Raymond Reddington
Subject: Emailing: Bayway Lumber renewal.doc

Good Morning Mr. Reddington,
Please see attached for a contract renewal.
Thanks

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to:

- ✦ Supply and deliver of lumber and assorted materials for various City buildings and facilities.
- ✦ This is an open – end contract.
- ✦ For seventy two (72) different items (see attached list).
- ✦ Some of the supplies are plywood, pressured treated lumber, finger joint pine, tempered masonite, drywall screws, door hinges, dead bolt locks, ceramic floor tiles, etc.
- ✦ During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$239,935.66. The resolution encumbered \$10,000.00 for now. If the City needs more than \$10,000.00 worth of lumber, additional funds are encumbered under the authority of the contract resolution.

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings and Street Maintenance Operating Account)
Contract Renewal Amount = \$239,935.66

Contract term (include all proposed renewals)

Exercising final option to renew for an additional one (1) year term.
11/13/15 to 11/12/16

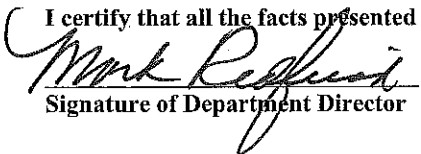
Type of award **Public Bid –Contract Renewal**

If "Other Exception", enter type

Additional Information

- ✦ Original contract amount = \$237,090.58, reso # 13.755, approved 11/13/13.
- ✦ First renewal: Reso # 14.768 , approved 11/25/14 for \$239,935.66

I certify that all the facts presented herein are accurate.


Signature of Department Director

10-20-15
Date

Signature of Purchasing Director

Date

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): DENNIS DATTIS - VP

Representative's Signature: [Signature]

Name of Company: BAYVIEW CONCRETE

Tel. No.: 908-486-4440 Date: 10-30-15

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): DEAN M. MATTO - VP.
Representative's Signature: [Signature]
Name of Company: BAYVIEW LUMBER
Tel. No.: 908-486-4430 Date: 10-30-11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : BAYWAY LUMBER
Address : 440 ASHTON AVE, LINCOLN, NJ 07036
Telephone No. : 908-486-4480
Contact Name : DERING DATTILO

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Bayway Lumber
Address: 400 ASHTON AVE, LINDEN, NJ 07036
Telephone No.: 908-486-4480
Contact Name: DENNIS DIATLO

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

6904

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013

15-MAR-2020

BAYWAY LUMBER
400 ASHTON AVE
LINDEN

NJ 07036



A handwritten signature of Andrew P. Sidamon-Erisoff.

Andrew P. Sidamon-Erisoff
State Treasurer



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that BAYWAY LUMBER (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: BAYWAY LUMBER

Signed: [Signature] Title: VP

Print Name: DENNIS DATTILO Date: 10/30/15

Subscribed and sworn before me
this 30 day of Oct, 2015.
My Commission expires:

[Signature]
(Affiant)
LORRAINE C. LIPARI
(Print name & title of Affiant) (Corporate Seal)

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 28, 2020

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert Dattilo 552 Ashwood Rd. Springfield, NJ 07081	331/3
Dennis Dattilo 18 Wildwood Place Colonia, NJ 07067	331/3
Jeff Dattilo 456 Birch Pl. Westfield, NJ 07090	331/3

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____
 Signed: Donna Dattilo Title: VP
 Print Name: DONNA DATTILO Date: 10/30/15

Subscribed and sworn before me this 30 day of Oct., 2015

My Commission expires: **LORRAINE C. LIPARI**
NOTARY PUBLIC OF NEW JERSEY

Lorraine C. Lipari
 (Affiant)
LORRAINE C. LIPARI
 (Print name & title of affiant) (Corporate Seal)

My Commission Expires March 30, 2020
 INDUSTRIAL SUPPLY
 400 ASHTON AVE
 LINDEN, NJ 07036
 908-485-4400
 FAX 908-485-8010
 FEDERAL ID# 220-763-220

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	BAYWAY Lumber		
Address:	400 Ashton Ave		
City:	1st'den	State:	NJ
		Zip:	07036

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DRM.

Signature

JENN DATTILIO

Printed Name _____

✓

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

BAYVIEW LUMBER CO.
INDUSTRIAL SUPPLY
400 ASHTON AVENUE
LINCOLN, NJ 08536
908-456-4450
FAX 908-456-6610
FEDERAL ID# 22U-758-220

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.796

Agenda No. 10.W

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GLOPAK CORPORATION FOR SUPPLY AND DELIVER LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on October 6, 2015 for Large Black Plastic Garbage Bags for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the Two (2) Items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Forty Seven Thousand, Five Hundred Eighty Five (\$47,585.00) Dollars**, will be budgeted for the 2015 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Glopak Corporation to be fair and reasonable; and

WHEREAS, the sum of Fifteen Thousand \$15,000.00 is available in Operating Account No. 01-201-28-375-206; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Glopak Corporation for the Department of Public Works/Division of Park Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

City Clerk File No. Res. 15.796Agenda No. 10-W NOV 10 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GLOPAK CORPORATION FOR SUPPLY AND DELIVER LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Park Maintenance

Acct #	P.O #		Amount
01-201-28-375-206	118874	Temp. Encumb.	\$15,000.00
		TOTAL CONTRACT	\$47,585.00

Approved by Peter Folgado, RPPS
Peter Folgado, Director of Purchasing

PF/pc
 10/28/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GLOPAK CORPORATION FOR SUPPLY AND DELIVER LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4449 /4802	csnow@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to:

- ✦ Supply and deliver of large black plastic bags.
- ✦ This is an open – end contract.
- ✦ These bags are being used for garbage pickup at various parks citywide.
- ✦ During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$47,585.00. The resolution encumbered \$15,000.00 for now. If the City needs more than \$15,000.00 worth of bags, additional funds are encumbered under the authority of the contract resolution.

Cost (Identify all sources and amounts)

01-201-28-375-206 (Park Maintenance
Operating Account)
Contract Amount = \$47,585.00

Contract term (include all proposed renewals)

11/10/15 to 11/09/16
The City shall have the option to renew the
contract for two (2) additional years.

Type of award

Public Bid

If "Other Exception", enter type

Additional Information**6 Bidders**

Glopak Corporation	\$47,585.00	
All American Poly	\$48,800.00	
Interboro Packaging Corp	\$51,706.00	
Central Poly-Bag Corp	\$56,990.00	
Orly Industry Inc	\$52,100.00	*** REJECTED NO BB OR CC ***
X-L Plastic Inc	\$54,124.00	*** REJECTED NO BB OR CC ***

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/28/15
Date

Signature of Purchasing Director

Date

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0170893

PO # 118874

DEPT/DIV: DPW/Park Maint.

SUBJ: Large Black Plastic Garbage Bags

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: October 19, 2015
To: Peter Folgado, Purchasing Director
From: Mark Redfield, DPW Director
Subject: Recommendation Letter (Large Black Plastic Garbage Bags)

Please be advised, after a careful and thorough review of bids received for large black plastic garbage bags on October 6th, 2015, I recommend that the contract be awarded to:

**GLOPAK CORPORATION
132 CASE DRIVE
SOUTH PLAINFIELD, NJ 07080**

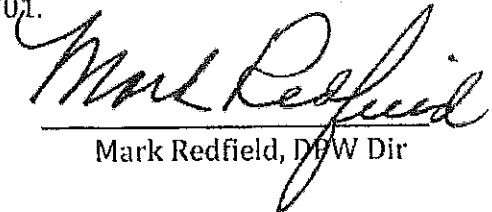
**Total contract Amount = \$47,585.00
Temp. Encumbrancy = \$15,000.00**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the November 10th Council meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0170893	01-201-28-375-206 (operating account)	\$15,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

MR/sb


Mark Redfield, DPW Dir

C: Raquel Tosado, Contracts Manager
Cleveland Snow, Parks Maintenance Director
Elizabeth Harley, Asst. Supervisor of Accounts, Parks Maintenance
Zakia Gregory, Asst. Supervisor of Accounts, Fiscal Office
Eileen McCabe, Secretarial Assistant
Paola Campbell, Purchasing Assistant



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD
DIRECTOR

Memorandum

Date: October 16, 2015
To: Mark Redfield, Director/DPW
From: Cleveland Snow, Director/Division of Park Maintenance
Subject: Recommendation Letter – Large Black Plastic Garbage Bags

Good afternoon Director, after reviewing all bids and re-testing all samples for a second time with a Digital Electronic Caliper gage, Glopak Corporation samples meet the requirements listed in the bid specifications for the Division of Park Maintenance. Therefore, I recommend that the contract be awarded to:

Glopak Corporation
132 Case Drive
South Plainfield, New Jersey 07080
Cydney Martin, CEO
Robert MacGouglio, Sales Manager
Contact # 908-753-8735

Thank you

Cleveland Snow, Director
Division of Park Maintenance

C: Silendra Baijnauth, Fiscal Officer
Attached bid results - Large Black Plastic Garbage Bags

BID PROPOSAL/DOCUMENTS

LARGE BLACK PLASTIC GARBAGE BAGS SPECIFICATIONS DPW/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract for a term of one year the minimum and the maximum number of quantities for each item or as stated below.

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	Unit Amount	Extended Amount
1.	0 - 700 Cases	38" x 59" Large Black Plastic Garbage Bags 3 mil, flat bag seal, 100 bags per case, each case shall weigh no less than 40.36 lbs. Net weight. (TEEPEE OR APPROVED EQUAL)	27.44	19208.00
2.	0 - 900 Cases	42" x 46" Large Black Plastic Garbage Bags 4 mil, flat bag seal 100 bags per case, each case shall weigh no less than 46.57 lbs. Net weight (TEEPEE OR APPROVED EQUAL)	31.53	28377.00

NOTE:

This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

BID PROPOSAL/DOCUMENTS

GRAND TOTAL ITEMS 1 AND 2

The City will use the grand total price calculated by using the sum of the unit amount times the extended amount for items 1 and 2. The Supplier shall be paid based on actual quantities used.

Forty-seven thousand-five-hundred-eighty-five
In Writing)

\$ 47,585.00
(In Figures)

This contract will be awarded based upon the grand total price for items 1 through 2. If the Grand total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Glopark Corp
Address: 132 Core Drive S Plainfield NJ 07080
Telephone No.: 908-753-8735
Contact Name: Cydney Martin

Please check applicable category:

☐ Minority Owned Business (MBE) ☒ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

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Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Cydney Martin Corporation (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 3121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner, in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Cydney Martin CEO
 Representative's Signature: [Signature]
 Name of Company: Cydney Martin Corporation
 Tel. No.: 708-753-8735 Date: 9/30/15

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with

EXHIBIT A
N.J.S.A. 10:5-11 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
 Goods, Professional Services and General Service Contracts
 (Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-11 and N.J.A.C. 17:27.

Representative's Name/Title (Print) Cydney Martin, CEO

Representative's Signature Cydney Ma

Name of Company Global Pak Corp

Tel. No. 908-753-8735

Date 9/20/15

04/02/11

Taxpayer Identification# 221-817-692/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9282.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: GLOPAK CORP	TRADE NAME:	
ADDRESS: 132 CASE DR SOUTH PLAINFIELD NJ 07080	SEQUENCE NUMBER: 0063892	
EFFECTIVE DATE: 05/16/66	ISSUANCE DATE: 04/02/11	
FORM-BRC		 Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0063892 FOR GLOPAK CORP IS VALID.

VERIFIED
PC

Certification 46465

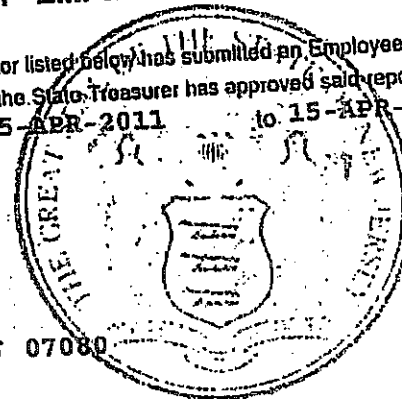
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2011 to 15-APR-2018

GLOPAK CORPORATION
132 CASE DRIVE
S PLAINFIELD

NJ 07080



Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.797

Agenda No. 10-X

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR CONSULTING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY DIVISION THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 40A:11-10 et. seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Middlesex Regional Educational Services Commission (MRESC) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, consulting services are necessary for the completion of Cisco voice over IP telephone system services at the Municipal Services Complex and 394 Central Avenue; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **Middlesex Regional Educational Services Commission (MRESC)**; and

WHEREAS, the Division of Information Technology wish to contract hours for consulting services from CDW Government Inc., 200 North Milwaukee Avenue, Vernon Hills, Illinois 60061; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the sum of One Hundred Thousand Dollars (\$100,000.00) is available in the **Capital Account**;

Acct. #: 04-215-55-886-990 **PO #:** 118873 **Amount:** \$100,000.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned CDW Government Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 15.797Agenda No. 10-XTITLE: NOV 10 2015

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR CONSULTING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY DIVISION THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct. #: 04-215-55-886-990

PO #: 118873

Amount: \$100,000.00

APPROVED: _____

Peter Folgado, Director of Purchasing,
QPA, RPPO

October 28, 2015

Date

PF/pv
10/28/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC.
FOR CONSULTING SERVICES FOR THE DEPARTMENT OF
ADMINISTRATION/INFORMATION TECHNOLOGY DIVISION THROUGH THE MIDDLESEX
REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Cisco network consulting services necessary to complete the following projects : Integrate JCIA and JCPA staff into the City telephone system; migrate Pension, Payroll, Treasury and Accounts and Control staff from telephone systems at 1 Journal Square Plaza to the telephone systems at the newly renovated 394 Central Ave. facility; upgrade telephone systems for the Municipal Court.

Cost (Identify all sources and amounts)

Capital budget - \$100,000

Contract term (include all proposed renewals)


not applicable

Type of award MRESC Coop

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

10-30-15


Signature of Purchasing Director

Date

10/30/15



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GKKN263	5803213	8/17/2015

BILL TO:
BOB MAGRO
1 JOURNAL SQUARE PLZ

SHIP TO:
IT DIVISION
Attention To: BOB MAGRO
1 JOURNAL SQUARE PLZ

Accounts Payable
JERSEY CITY, NJ 07306-4004

JERSEY CITY, NJ 07306-4004
Contact: BOB MAGRO 201.547.4274

Customer Phone #201.547.4274

Customer P.O. # HOURS--MRESC2015
CONTRACT

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE	
DAVE NORINSKY 866.743.3903		UPS Ground (2-3 Day)	Request Terms	GOVT-EXEMPT	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Hours for UC Consulting Services Consultant Function Hourly Rate Engineer IPT Engineer \$220.00 Engineer UCCX Engineer \$240.00 Project M Project Management \$190.00 -----SPECIAL INSTRUCTIONS----- MRESC2015 contract SUBTOTAL FREIGHT TAX	100,000.00	100,000.00 100,000.00 0.00 0.00	
		65 MRESC2015			
				US Currency	
				TOTAL	
				100,000.00	

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.990.8168

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

MEMBERS OF THE NJ STATE APPROVED
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS

Gloucester cont'd.		
Deptford Township BOE	Kingsway Regional School District	Wenonah BOE
East Greenwich Township School District	Logan Township BOE	Westville BOE
Elk Township BOE	Pitman BOE	
Township of Franklin BOE	Mantua Township BOE	Woodbury City BOE
Gateway Regional High School	Monroe Township	Woodbury Heights BOE
Glassboro BOE	National Park School District	Borough of Woodbury Heights
Gloucester County Special Services/Vocational-Technical Schools	Paulsboro BOE	
Hudson		
City of Bayonne BOE	Guttenberg BOE	Kearny BOE
Bayonne Housing Authority	Harrison Township of BOE	Learning Community Charter
Beloved Community Charter	City of Hoboken	M.E.T.S. Charter School
East Newark Public School	Hoboken BOE	National Park School District
Borough of East Newark	Hudson County	North Bergen BOE
Empowerment Academy Charter	Hudson County Community College	North Hudson Regional Fire and Rescue
Ethical Community Charter School	Hudson County Schools of Technology	Weehawken BOE
Elysian Charter School	Hoboken Dual Language Charter School	Pitman BOE
Glassboro BOE	Hoboken Housing Authority	Secaucus BOE
Gloucester County College	City of Jersey City	Township of Weehawkin
County of Gloucester	Jersey City Community Charter	West New York BOE
Golden Door Charter School	Jersey City Public Schools	Town of West New York
Hunterdon		
Alexandria BOE	Flemington-Raritan SD	Township of Lebanon
Township of Bethlehem	Franklin Township BOE	Township of Readington
Bethlehem Township BOE	French Town BOE	Lebanon Township BOE
Bloomsbury BOE	Hampton Borough BOE	Milford BOE
Califon BOE	High Bridge BOE	Milford Borough of
Clinton Township BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Town of Clinton BOE	Township of Holland	Township of Raritan
Delaware Township School District	Holland Township BOE	Readington Township BOE
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	South Hunterdon Regl HS BOE
Township of Delaware	Hunterdon County ESC	Tewksbury BOE
East Amwell BOE	Kingwood Township BOE	Union Twp BOE
Township of East Amwell	Borough of Lebanon BOE	West Amwell Township SD
Mercer		
Area-Voc. Tech School of Mercer County	Hopewell Township	Princeton Regional Schools
Cambridge School	Incarnation St. James Catholic School	Robbinsville BOE (Washington)
Capital Preparatory Charter H S	International Academy of Trenton Charter	Saint Ann
East Windsor Township,	Township of Lawrence	St. Gregory the Great Academy
East Windsor Municipal Utilities Auth	Lawrence Twp. Public School	Township of Robbinsville
East Windsor Regional School District	Mercer County Community College	City of Trenton
Ewing BOE	Mercer County Special Services	Trenton Catholic Academy

As of 10/12/15

**Middlesex Regional Educational Services Commission
NJ State Approved Co-op # 65MCESCCPS**

Technology Supplies & Services - Bid #: MRESC 15/16-11 * Bid Opening 5/20/15

MRESC BID PRICE is an hourly rate for each job function.

"Services Part Two"

	Function	Role	CDW/G
1	SharePoint, BI	Consulting Engineer	\$180
2	SharePoint, BI	Senior Consulting Engineer	\$185
3	SharePoint, BI	Technical Lead	\$195
4	User Experience	Sr. Consulting Engineer	\$190 ✕
5	Project Server	Sr. Consulting Engineer	\$215
6	SCCM, Windows	Associate Consulting Engineer	\$125
7	SCCM, Windows	Consulting Engineer	\$170
8	SCCM, Windows	Senior Consulting Engineer	\$190
9	SCCM, Windows	Principal Consulting Engineer	\$205
10	SCCM, Windows	Technical Lead	\$205
11	SCOM, SCSM, Orchestrator, SCVMM, SCDPM	Senior Consulting Engineer	\$215
12	AD	Associate Consulting Engineer	\$125
13	AD	Consulting Engineer	\$150
14	AD	Senior Consulting Engineer	\$168
15	AD	Principal Consulting Engineer	\$186
16	AD	Technical Lead	\$204
17	ADFS, Hyper-V, FIM, SQL, UQG, PKI, RDS, Direct Access	Senior Consulting Engineer	\$220 ✕
18	Exchange, O365	Associate Consulting Engineer	\$125
19	Exchange, O365	Consulting Engineer	\$150
20	Exchange, O365	Senior Consulting Engineer	\$168
21	Exchange, O365	Principal Consulting Engineer	\$186
22	Exchange, O365	Technical Lead	\$186
23	Lync Voice	Senior Consulting Engineer	\$215
24	Project Management	Project Manager	\$150
25	Project Management	Senior Project Manager	\$180
26	Project Management	Program Manager	\$200



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 MAR 2014 to 15 MAR 2017



CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061



Andrew P. Skamion-Eristoff
State Treasurer

New Jersey State Approved Co-op # 65MCESCCPS
Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.


☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that CDW Government LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005 - Chapter 271.

Name of Authorized Agent Max W. Reed

Signature  Title Vice President, Program Management

Business Entity CDW Government LLC

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Limited Liability Corp. |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sub Chapter S Corp. | <input type="checkbox"/> Other _____ |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the respondent, then such fact should be certified below as part of this disclosure.

Name of Company CDW Government LLC

Address 230 N Milwaukee Ave

City, State, Zip Vernon Hills, IL 60061

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature Max W. [Signature]

Date 5/18/2015

(form continued on next page) ➡➡

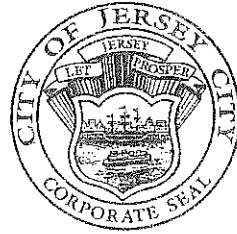
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.798

Agenda No. 10.Y

Approved: NOV 10 2015

TITLE:



RESOLUTION AWARDING A CONTRACT TO LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC., TO PROVIDE ON-LINE LEGAL RESEARCH SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

COUNCIL
following Resolution:

offered and moved adoption of the

WHEREAS, Lexis-Nexis, a Division of Reed Elsevier, Inc., 9443 Springboro Pike, Miamisburg, Ohio 45342, provides on-line legal research services necessary for the operation of a law library; and

WHEREAS, the purchase of materials and services for a law library are exempt from public bidding pursuant to N.J.S.A. 40A11-5(1)(q); and

WHEREAS, the Corporation Counsel desires to use Lexis-Nexis to provide on-line legal research services for the Jersey City Law Department; and

WHEREAS, Lexis-Nexis agrees to provide on-line legal research services for a period of three (3) years commencing on October 1, 2015 and ending September 30, 2018. The rates shall be \$49,800 for Year 1; \$51,600 for Year 2; and \$53,400 for Year 3 for a total contract amount not to exceed \$154,800; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Lexis-Nexis has completed and submitted a Business Entity Disclosure Certification which certifies that Lexis-Nexis has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit from making any reportable contributions during the term of the contract; and

WHEREAS, Lexis-Nexis has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Lexis-Nexis has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$80,000 are available in Account No.: 15-01-201-20-155-314; and

**RESOLUTION AWARDING A CONTRACT TO LEXISNEXIS, A DIVISION OF
REED ELSEVIER, INC., TO PROVIDE ON-LINE LEGAL RESEARCH SERVICES
FOR THE JERSEY CITY LAW DEPARTMENT**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of **\$154,800** for a term of three (3) years to provide on-line legal research services for the Jersey City Law Department is awarded to Lexis-Nexis, a Division of Reed Elsevier, Inc.;
2. This contract award is made without public bidding pursuant to N.J.S.A. 40A:11-5(1)(q);
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form of the attached;
4. Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

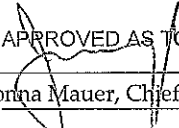
I hereby certify that funds in the amount of **\$80,000** are available in Account No. **15-01-201-20-155-314** for payment of this resolution. **P.O. # 118938**

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Donna Mauer, Chief Financial Officer

Corporation Counsel

Certification Required ☐

Not Required ☐

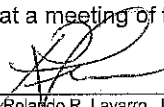
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council

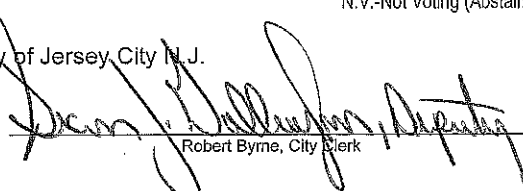

Robert Byrne, City Clerk

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Mical Asch, Proposal Manager

Representative's Signature: *Mical Asch*

Name of Company: LexisNexis, a division of RELX Inc. (formerly Reed Elsevier Inc.)

Tel. No.: 937-247-3123 Date: 10/22/15

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2014

to 15-DEC-2017

LEXIS-NEXIS, A DIVISION OF REED-ELSEVIER, INC
9443 SPRINGBORO PIKE, 45-S-75
MIAMISBURG OH 45342



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

LexisNexis, a Division of RELX Inc.

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Milch Ash
Representative's Signature: Milch Ash
Name of Company: LexisNexis, a Division of RELX Inc.
Tel. No.: 917-247-3123 Date: 10/22/15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : LexisNexis, a division of RELX Inc.
Address : 9443 Springboro Pike, Miamisburg, OH 45342
Telephone No. : 800-227-9597
Contact Name : Michal Asch

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: LEXNEXIS, a division of RELX Inc.

Address: 9443 Springboro Pike, Middletown, OH 45392

Telephone No.: 800-227-9547

Contact Name: Micha Arch

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	RELX INC.
Trade Name:	LEXIS-NEXIS
Address:	744 BROAD STREET, 8TH FLOOR NEWARK, NJ 07102-3803
Certificate Number:	0093729
Effective Date:	August 25, 1986
Date of Issuance:	October 22, 2015

For Office Use Only:
20151022113941260

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that LEXISNEXIS A DIVISION OF RELX INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding Nov 1, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract LEXISNEXIS A DIVISION OF RELX INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: LEXISNEXIS A DIVISION OF RELX INC.

Signed: Marcy Lisle Title: Proposal Manager

Print Name: Marcy Lisle Date: 10/22/15

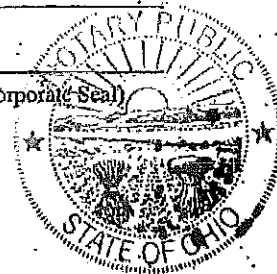
Subscribed and sworn before me
this 20 day of Oct, 2015.

My Commission expires:

**MICAH S. ASCH, Notary Public
In and for the State of Ohio
Commission Expires Nov. 2, 2015**

Micah S. Asch
(Affiant)
(Print name & title of affiant)

(Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
None. Business is a wholly owned subsidiary of RELX US Holdings Inc.	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: LexisNexis, a division of RELX Inc.

Signed: M. Kelly Biele Title: Proposal Writer

Print Name: Marcy Biele Date: 10/20/15

Subscribed and sworn before me this 21 day of October, 2015.

My Commission expires:

MICAH S. ASCH, Notary Public

In and for the State of Ohio

Commission Expires Nov. 2, 2015

Micah S. Asch
 (Affiant)
Micah S. Asch, Proposal Manager
 (Print name & title of affiant) (Corporate Seal)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Lexis Nexis, a division of RELX Inc.		
Address:	9443 Springboro Pike		
City:	Middletown	State:	OH
		Zip:	45342

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Michal
Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-799

Agenda No. 10.7

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in February 23, 2015 the City of Jersey City (City) advertised a Request for Proposals to provide services to the City for the preparation of the City's five year consolidated plan for 2015-2019, the City's annual action plan, and an update of the City's analysis of impediments to a fair housing plan; and

WHEREAS, the United States Department of Housing and Urban Development requires that the City have these plans in order for the City to receive Federal grants; and

WHEREAS, Resolution 15.223 approved on March 25, 2015 awarded a contract in the amount of \$68,960.00 to Mullin & Lonergan Associates to assist the City in preparing these plans; and

WHEREAS, the City awarded the contract under the fair and open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the term of the contract is one year beginning on March 26, 2015 and ending on March 25, 2016; and

WHEREAS, the City needs additional services consisting of CDBG, HOME and AHTF Technical Assistance, Preparation of CAPER, Annual Action Plan and Environmental Review Record, IDIS cleanup and Application review; and

WHEREAS, in order for Mullin & Lonergan Associates to provide these additional services it will be necessary to amend the contract to extend the contract until October 1, 2016 and to increase the contract amount by an additional \$25,000.00; and

WHEREAS, the sum of \$25,000.00 is available in account no. **57-200-56-851-918**; and

WHEREAS, these services qualify as extraordinary unspecificable services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. the above recitals are incorporated herein by reference;
2. the contract with Mullin & Lonergan Associates is amended to increase the contract amount by an additional \$25,000.00 and to extend the contract term to October 1, 2016;

City Clerk File No. Res. 15.799Agenda No. 10.7

TITLE:

NOV 10 2015

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

3. the Mayor or Business Administrator is authorized to execute Addendum "A" to the contract which is attached hereto; and
4. notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that there are sufficient funds available for the payment of the above resolution in Account No. 57-200-56-851-918 PO#118939

APPROVED: [Signature]
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
 Corporation Counsel
 Certification Required ☐
 Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Preparation of the five year Consolidated Plan and the Annual Action Plan and update the City's Analysis of Impediments to Fair Housing Plan.

Cost (Identify all sources and amounts)

\$25,000.00

Contract term (include all proposed renewals)

One (1) year

Type of award Grant Award

If "Other Exception", enter type

Additional Information

The City needs additional services consisting of CDBG, HOME and AHTF Technical Assistance, Preparation of CAPER, Annual Action Plan and Environmental Review Record, IDIS cleanup and Application review

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

11/2/15

ADDENDUM "A"

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE CITY OF JERSEY CITY, NJ

AND

MULLIN AND LONERGAN ASSOCIATES, INC.

THIS ADDENDUM A, entered into as of this ____ day of ____, 2015 by and between the CITY OF JERSEY CITY, State of New Jersey, hereinafter referred to as the "Public Body", and MULLIN AND LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the Public Body and the Consultant have entered into a contract dated April 29, 2015; and

WHEREAS, the Public Body wishes to amend the contract with the Consultant to increase the hourly rate, technical administrative services section of the original scope of services for assistance in carrying out its CDBG/HOME/ESG Programs; and

WHEREAS, the Public Body wishes to amend the said contract to increase the amount compensation by a maximum, not to exceed amount of \$25,000, and;

WHEREAS, the Public Body wishes to extend the time of the contract until October 1, 2016.

NOW, THEREFORE, the parties to this contract do mutually agree as follows:

The Public Body will increase the amount of the hourly rate, technical assistance portion of Article IV of the contract by a maximum not to exceed amount of \$25,000 and extended the contract for time until October 1, 2016. All other terms and conditions of the agreement remain in effect.

ACCEPTANCE OF AMENDMENT

CITY OF JERSEY CITY, NJ

ATTEST:

BY: _____

MULLIN & LONERGAN
ASSOCIATES, INC.

ATTEST:

Holly L. Dugan

BY:

William P. Wasielewski
William P. Wasielewski, AICP
Secretary

NON-COLLUSION AFFIDAVIT

State of New Jersey
City of Jersey City s/s:

I certify that I am William P. Wasielewski

of the firm of Northeast & Bucks Company T/A Mullin & Loneragan Associates

the Respondent making the proposal for the above name project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25).

Signature of Respondent: William P. Wasielewski

Title: Secretary

Date: 3/13/2015

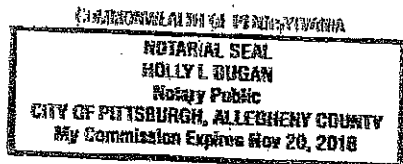
Subscribed and sworn before me this 13 day of March, 2015

(Type or print name of affiant under signature) Holly L. Dugan - Holly L. Dugan

Notary Public of City of Pittsburgh, Allegheny County

My Commission Expires Nov 20, 2018

H



PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Michael Kearney	1040 Kunkles Mill Road Lewisberry, PA 17339	25%
Thomas Lonergan	1739 Grandville Circle Jamison, PA 18929	25%
William P. Wasielewski	2625 Syracuse Court Sewickley, PA 15143	25%
Marjorie Williams	59445 Cindy Drive St. Clairsville, OH 43950	25%

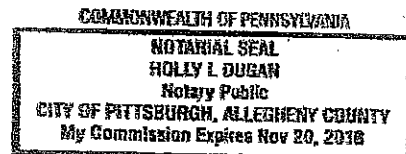
SIGNATURE: _____

William P. Wasielewski

TITLE: _____

*Secretary*SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY*13th of March* OF 20 *15*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2015 - Nov - 18*Holly L. Dugan*
Holly L. Dugan(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH
THIS PROPOSAL).

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 16 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): William P. Wasielewski/Secretary

Representative's Signatures: William P. Wasielewski

Name of Company: Northeast & Bucks Company T/A Mullin & Lonnegan Associates

Tel. No.: 412-323-1950

Date: 3-13-15

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 8043

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2012

15-MAY-2019

NORTHEAST C. BUCK D/B/A MELLIN & LOWERY
3909 HARTZDALE DRIVE, SUITE 301
CAMP HILL PA 17011

Andrew P. Shalmon-Einstoff
State Treasurer

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the Form, go to: www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY		2 TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER		3 TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY 19	
4 COMPANY NAME Northeast and Bucks Company T/A Mullin & Lonergan Associates					
5. STREET 3909 Hartzdale Drive Ste. 901		CITY Camp Hill	COUNTY Cumberland	STATE PA	ZIP CODE 17017
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE	
none					
7 CHECK ONE IS THE COMPANY <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 19					
10. PUBLIC AGENCY AWARDED CONTRACT		CITY	COUNTY	STATE	ZIP CODE
Hudson County		Jersey City	Hudson	NJ	07307
Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Cols. 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	4	3	1					3					1
Professionals	12	4	8					4					8
Technicians													
Sales Workers													
Office & Clerical	3	0	3										3
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	19	7	12										
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13 DATES OF PAYROLL PERIOD USED From To			

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) William P. Wasilewski		SIGNATURE	TITLE Secretary	DATE MO DAY YEAR 3 13 2015
17 ADDRESS NO. & STREET 800 Vinial Street, Suite B414	CITY Pittsburgh	COUNTY Allegheny	STATE PA	ZIP CODE 15212
		PHONE (AREA CODE, NO. EXTENSION) 412 - 323 - 1950		

I certify that the information on this form is true and correct.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): William P. Wasielewski/Secretary
Representative's Signature: William P. Wasielewski
Name of Company: Northeast & Bucks Company T/A Mullin & Lonergan Associates
Tel. No.: 412-323-1950 Date: 3/13/2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Northeast & Bucks Company T/A Mullin & Lonergan Associates

Address : 3909 Hartzdale Drive Ste. 901 Camp Hill, PA 17011

Telephone No. : 412.323.1950

Contact Name : William P. Wasielewski

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NORTHEAST & BUCKS CO.
Trade Name: MULLIN & LONERGAN ASSOCIATES, INC
Address: 3909 HARTZDALE DR SUITE 901
CAMP HILL, PA 17011-7838
Certificate Number: 0805510
Effective Date: June 25, 1987
Date of Issuance: August 09, 2013

For Office Use Only:
20130809093322981

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Northeast & Bucks Co. T/A Mullin & Lonergan Assoc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Northeast & Bucks Co. T/A Mullin & Lonergan Assoc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Northeast & Bucks Company T/A Mullin & Lonergan Associates

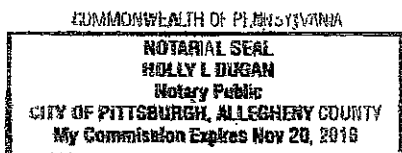
Signed William P. Wasielewski Title: Secretary

Print Name William P. Wasielewski Date: 3/13/2015

Subscribed and sworn before me
this 13 day of Mar. 2015.
My Commission expires:

Holly L. Dugan
(Affiant)
Holly L. Dugan
(Print name & title of Affiant) (Corporate Seal)

Administrative
Assistant



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15-800

Agenda No. 10.Z.1 _____

Approved: NOV 10 2015 _____

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

COUNCIL

of the following resolution:

offered and moved adoption

WHEREAS, Police Officers Thomas Johnston and Clyde Banks have been named in a complaint filed in the Superior Court of Law under Docket No. HUD-L-4633-13 by Francis DeFazio and Shazia DeFazio alleging violation of their civil rights as well as a hostile work environment; and

WHEREAS, the Municipal Council adopted Resolution No. 14-213 authorizing an Agreement with the firm of Brach Eichler LLC; and

WHEREAS, the firm of Brach Eichler LLC is qualified to perform these services and will provide these services at the rate of **\$125 per hour**, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Brach Eichler LLC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Brach Eichler LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Brach Eichler LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Brach Eichler has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **15-15-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Brach Eichler LLC is hereby amended to increase the Contract by an additional **\$50,000** for a total amount of **\$150,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 15.800Agenda No. 10.2.1 NOV 10 2015

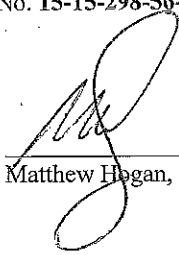
TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. **15-15-298-56-000-856**.


Matthew Hogan, Chief Financial Officer

MLM/dc
10/26/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

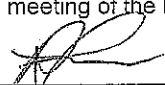
Certification Required ☐Not Required ☐APPROVED 9-0

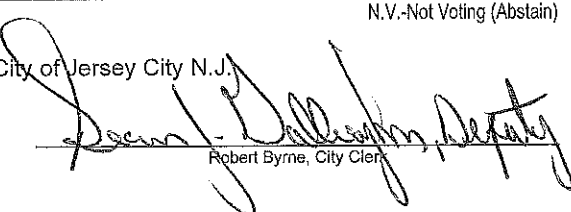
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Due to the complexity of this matter, an additional \$50,000 is required to bring this matter to conclusion.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

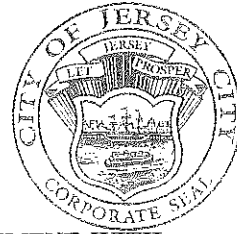
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.801

Agenda No. 10.Z.2

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH RILEY & RILEY TO REPRESENT POLICE OFFICER RAY WEBER IN THE MATTER OF STEFAN MITCHELL V. CITY OF JERSEY CITY, ET AL.

COUNCIL

of the following resolution:

offered and moved adoption

WHEREAS, Police Officer Ray Weber has been named in a complaint filed in Superior Court of New Jersey under Docket No. HUD-L-3335-15 by Stefan Mitchell alleging illegal search, false arrest and falsifying documents;

WHEREAS, The Corporation Counsel has recommended the appointment of outside counsel to represent Police Officer Ray Weber in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Riley & Riley possesses the skill and expertise to perform these services; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Riley & Riley submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Riley & Riley has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Riley & Riley from making any reportable contributions during the term of the contract; and

WHEREAS, Riley & Riley has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Riley & Riley has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 15-14-298-56-000-856**; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

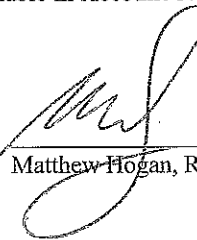
City Clerk File No. Res. 15.801Agenda No. 10.Z.2 **NOV 10 2015**

TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH RILEY & RILEY TO REPRESENT POLICE OFFICER RAY WEBER IN THE MATTER OF STEFAN MITCHELL V. CITY OF JERSEY CITY, ET AL.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Riley & Riley is hereby authorized for a total amount not to exceed **\$50,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 15-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

igp
10/30/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

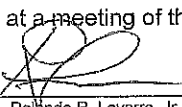
Certification Required ☐Not Required ☐**APPROVED 9-0**

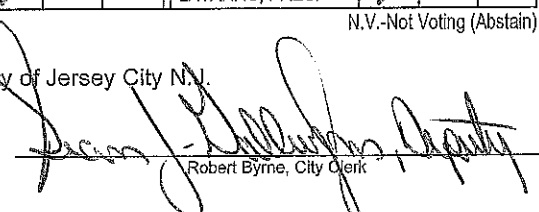
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH RILEY & RILEY TO REPRESENT POLICE OFFICER RAY WEBER IN THE MATTER OF STEFAN MITCHELL V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

A Complaint was filed by Stefan Mitchell against Police Officer Ray Weber in the Superior Court of New Jersey alleging illegal search, false arrest and falsifying documents and due to the complexity of this matter, it was necessary to hire outside counsel to represent Officer Weber.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

IFC
15-14-298-56-000-856

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Riley & Riley

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by this office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Michael E. Riley
Law Offices of Riley & Riley
(609) 914-0300 Date: 7/20/15

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful Respondent shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful Respondent may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful Respondent(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Respondent copy is retained by the Respondent.

The undersigned Respondent certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned Respondent further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Law Offices of Riley & Riley
SIGNATURE: James B. Riley DATE: 7/9/15

PRINT

NAME:

Tracy L. Riley

TITLE:

Attorney Partner

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Law Office of Riley & Riley (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 3121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael E. Riley

Representative's Signature: [Signature]

Name of Company: Law Office of Riley & Riley

Tel. No.: (609) 414-0300

Date: 7/20/15

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Respondents

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total Agency procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: LAW OFFICES OF RILEY & RILEY
Address: 100 High Street, Suite 302, Mt Holly, NJ 08061
Telephone No.: (609) 914-0300
Contact Name: Tracy L. Riley

Please check applicable category :

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Law Offices of Riley & Riley		
Address:	100 High St Ste 302		
City:	MT HOLLY	State:	MA
		Zip:	08060

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.I.S.A. 19:44A-20,26 and as represented by the Instructions accompanying this form.

Signature

Printed Name _____

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

PART I - Vendor Affirmation

PART II - Signature and Attestation:

Patricia Gugliotta
(Affiant)
PATRICIA GUGLIOTTA
(Print name & title of affiant) (Corporate Seal)

PATRICIA GUGLIOTTA
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 12/24/2017

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committees, joint candidates committee; or political party committees representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(b), (g) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavatto for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☒ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Michael F. Riley	506 Cornetery Rd, Mt Laurel NJ 08054
Tracy L. Riley	Same

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Law Offices of Riley & Riley

Signed: Michael Riley

Title: Attorney / Partner

Print Name: Michael Riley

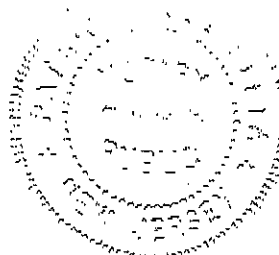
Date: 7/23/15

Subscribed and sworn before me this 23 day of

July, 2015

My Commission expires: 12/24/2017

Patricia Gugliotta
 (Affiant)
PATRICIA GUGLIOTTA
 (Print name & title of affiant) (Corporate Seal)



PATRICIA GUGLIOTTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/2017

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

RILEY, MICHAEL E. & TRACY L.

ADDRESS:

100 HIGH STREET, SUITE 302
MOUNT HOLLY NJ 08060

EFFECTIVE DATE:

04/08/09

TRADE NAME:

LAW OFFICES OF RILEY & RILEY

SEQUENCE NUMBER:

107500

ISSUANCE DATE:

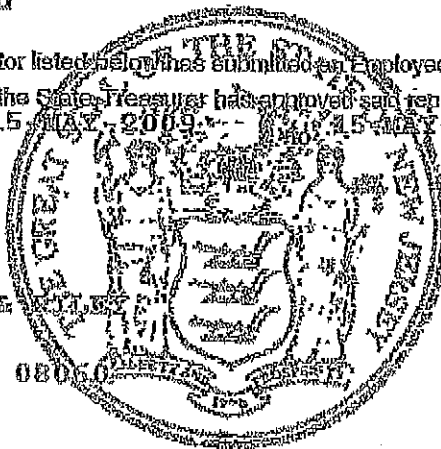
03/16/10

J. J. [Signature]
Director
New Jersey Division of Revenue

Certification 43394

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 MAY 2009 - 15 MAY 2016



LAW OFFICES OF RILEY & RILEY
100 HIGH ST SUITE 103
MOUNT HOLLY NJ 08060



A handwritten signature in dark ink, appearing to be "R. D. ...", written over a horizontal line.

State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-802

Agenda No. 10.Z.3

Approved: NOV 10 2015

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO JOIN AS AN
"AMICUS" (FRIEND OF THE COURT) IN OPPOSITION TO LITIGATION FILED BY
VARIOUS WESTERN AND COAL-PRODUCING STATES CHALLENGING THE
VALIDITY OF THE "CLEAN POWER PLAN" ISSUED BY THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY AT THE URGING OF THE
PRESIDENT**

Council offered and moved adoption of the following resolution:

WHEREAS, On October 23rd the United States Environmental Protection Agency (EPA) released its long-awaited Clean Power Plan to set the first ever national standards for carbon emissions from existing fossil fuel-fired power plants; and

WHEREAS, the Plan calculates reasonably achievable performance rates for existing coal, oil and natural gas power plants across the country and assigns an emission-reduction target for each state based upon the composition of the state's power plants; and

WHEREAS, the President has made the reduction of emissions from power plants a priority goal of his administration because of the overwhelming evidence that power plant emissions contribute to green-house gasses and thus global warming; and

WHEREAS, the final Plan reflects two years of unprecedented outreach and engagement with interested parties and the public and includes changes directly responsive to stakeholders' critical concerns and priorities; and

WHEREAS, the Clean Power Plan sets common-sense, achievable standards to cut pollution from power plants across the country; and

WHEREAS, the Plan accelerates the momentum toward cleaner energy which will better protect Americans from harmful air pollution; and

WHEREAS, the Plan allows states such as New Jersey to customize state plans to meet the goal of reduced emissions while still providing sufficient energy for businesses, communities and utilities; and

WHEREAS, the final plan reflects unprecedented input from the American people, including 4.3 million comments, and extends the mandatory emission reduction standards to begin by two years, until 2022, so that utilities will have the time to invest in cleaner power; and it provides Clean Energy Incentive Program to help states transition to cleaner power by including solar and wind power as sources of energy; and

WHEREAS, data prepared by the EPA clearly demonstrates that by 2030, the net public health and climate-related benefits are estimated to be worth \$45 billion every year and by design the Plan is projected to cut American's monthly electric bill by 7% by cutting energy waste and improving energy efficiency; and

WHEREAS, the Clean Energy Plan puts the United States in position to lead the world in climate action, which demands a global solution; and

WHEREAS, despite the overwhelming evidence supporting the need for the Clean Energy Plan and the reasonableness of the Plan, a group of western and coal-producing states have filed litigation challenging the validity of the Plan; and

City Clerk File No. Res. 15.802Agenda No. 10.7.3 **NOV 10 2015**

TITLE:

WHEREAS, the Office of the New York State Attorney General has asked the Mayor and Corporation Counsel to lend Jersey City's support in favor of the Clean Energy Plan and in opposition to the litigation seeking to challenge the Plan by joining the litigation as an "amicus" (friend of the court) in support of the plan; and

WHEREAS, both the Mayor and the Corporation Counsel recommend that the City join with municipalities throughout the nation who have agreed to join the litigation as "amici" and file a brief in support of the Clean Energy Plan; and

WHEREAS, in joining this litigation in support of the Clean Power Plan, the City of Jersey City will be joining at least 25 states and cities which have moved to join the litigation in defense of the EPA regulations requiring national standards for the reduction of emissions from fossil-fuel power plants throughout the United States.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT:

1. The City Council of the City of Jersey City expresses its support of the Clean Power Plan as a reasonable means of reducing carbon pollution from power plants, the nation's largest source of pollution, while maintaining energy affordability and reliability;
2. The Council offers the cooperation of the City of Jersey in behalf of those parties supporting the validity of the Clean Power Plan in pending litigation;
3. The Council authorizes the Corporation Counsel to join with those municipalities who are filing briefs as "friends of the court (amici) in support of the Clean Power Plan.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

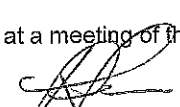
Certification Required ☐Not Required ☐**APPROVED 9-0**

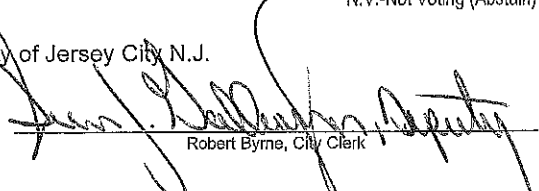
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO JOIN AS AN “AMICUS” (FRIEND OF THE COURT) IN OPPOSITION TO LITIGATION FILED BY VARIOUS WESTERN AND COAL-PRODUCING STATES CHALLENGING THE VALIDITY OF THE “CLEAN POWER PLAN” ISSUED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AT THE URGING OF THE PRESIDENT

Initiator

Department/Division	Law Dept	
Name/Title	Jeremy Farrell,	Corporation Counsel
Phone/email	201-547-5229	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Mayor Fulop has expressed his support for recent regulations issued last week by the federal Environmental Protection Agency setting national standards for all fossil-fuel power plants (coal, oil and gas). The validity of the regulations, known as the Clean Power Plan, have been challenged in federal court in Washington D.C. by a group of western states, coal-producing states, by several utility companies and by New Jersey. The purpose of this resolution is to authorize the City of Jersey City to lend its name to an “amicus” brief (friend of the court) to be filed jointly by municipalities supporting the Clean Power Plan. The reasons for supporting the Plan are explained in the recitals to the resolution. In joining this litigation in support of the Clean Power Plan, the City of Jersey City will be joining at least 25 states and cities which have moved to join the litigation in defense of the EPA regulations requiring national standards for the reduction of emissions from fossil-fuel power plants throughout the United States. We also anticipate additional cities will join as soon as their executives and legislators approve the decision to join in accordance with local law.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.803

Agenda No. 10.7.4

Approved: _____

TITLE:



A RESOLUTION SUPPORTING THE "FIGHT FOR \$15" MOVEMENT, CALLING FOR A STATEWIDE MINIMUM WAGE OF \$15 AN HOUR FOR WORK PERFORMED IN THE STATE OF NEW JERSEY, AND STRENGTHENING THE RIGHT OF WORKERS TO ORGANIZE FOR A REAL LIVING WAGE

WHEREAS, the gap in wealth between the richest and poorest Americans continues to grow, with the top one percent (1%) of income earners now receiving ninety-five percent (95%) of all new income generated since the Great Recession ended and President Barack Obama calling income inequality the "defining issue of our time"; and

WHEREAS, the Fight for \$15 movement began in 2012 with the walk out of fast-food workers in New York City, but has since grown to include the demand for a real living wage for workers and has taken root in communities across New Jersey and the United States; and

WHEREAS, legislation providing for a \$15 minimum wage have been passed in Seattle, Washington and San Francisco and Los Angeles, California, and fast-food workers in New York City will receive \$15 per hour by the end of 2018, followed by fast-food workers across the State of New York in 2021; and

WHEREAS, the movement to raise pay for workers, boost their purchasing power in the community, and strengthen the economy has inspired a renewed wave of union organizing among low-wage workers; and

WHEREAS, the New Jersey minimum wage of \$8.38 an hour is a poverty wage for a single adult. Yet, three-fourths of those working at the current minimum wage are over 20 years old and the majority are the sole providers for their families; and

WHEREAS, this year Governor Chris Christie has seen fit to raise the salary of his staff by 23 percent (23%), despite opposing an even modest increase for New Jersey's low-wage workers; and

WHEREAS, many workers and their families cannot fully participate in our state's dynamic civic life or pursue the myriad educational, cultural, and recreational opportunities that constitute a flourishing life because many struggle to meet their households' most basic needs.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of Jersey City hereby supports a minimum hourly wage of \$15.00 in the State of New Jersey for work performed in-State and the right of workers to organize for a real living wage, and calls upon the New Jersey State Legislature and Governor Chris Christie to immediately implement legislation aimed at this objective;

AND, NOW, THEREFORE BE IT FURTHER RESOLVED, that a copy of this resolution be presented to New Jersey Working Families; Senate President Stephen M. Sweeney; Assembly Speaker Vincent Prieto; and Members of the Hudson County delegation in the New Jersey State Legislature.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

A RESOLUTION SUPPORTING THE "FIGHT FOR \$15" MOVEMENT, CALLING FOR A STATEWIDE MINIMUM WAGE OF \$15 AN HOUR FOR WORK PERFORMED IN THE STATE OF NEW JERSEY, AND STRENGTHENING THE RIGHT OF WORKERS TO ORGANIZE FOR A REAL LIVING WAGE

Initiator

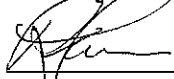
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr., Council Pres.	
Phone/email	x5268, rlavarro@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution declares the position of the Municipal Council of Jersey City in support of a minimum hourly wage of \$15.00 in the State of New Jersey for all work performed in-State and the right of workers to organize for a real living wage. The resolution also calls upon the New Jersey State Legislature and Governor Chris Christie to immediately implement legislation aimed at this objective.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/5/2015

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.804

Agenda No. 10-Z-5

Approved: NOV 10 2015

TITLE:



**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO
WHITSONS FOOD SERVICE (BRONX) CORP. TO PROVIDE FROZEN
COOKED MEALS FOR THE MEALS ON WHEELS PROGRAM ON A
MONTH-TO-MONTH BASIS NOT TO EXCEED FIVE MONTHS FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF
SENIOR NUTRITION**

Council
Resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City (City), Department of Health and Human Services, Division of Senior Nutrition provides the Meals on Wheels Program to the City's senior citizens; and

WHEREAS, the Meals on Wheels Program provides nutritious frozen cooked meals to approximately 730 senior citizens that are delivered directly to the their homes; and

WHEREAS, Resolution 14-571, approved on August 20, 2014 authorized a one-year, open-end contract commencing on September 1, 2014 and ending on August 31, 2015 with Whitsons Food Service (Bronx) Corp. (Whitsons), 1800 Motor Parkway, Islandia, N.Y. 11749-5216, to provide the meals for the Meals on Wheels Program; and

WHEREAS, the contract expired on August 31, 2015; and

WHEREAS, the Director of Health and Human Services notified the Purchasing Agent that an emergency existed because of the need to continue the Meals on Wheels Program without interruption because of the number of senior citizens who rely on the Meals on Wheels Program for their daily nutritional needs; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed that affected the public health, safety and welfare; and

WHEREAS, the Director of Health and Human Services has prepared an emergency certification; and

WHEREAS, it was necessary to award an emergency, open-end contract effective September 1, 2015 to Whitsons on a month-to-month basis not to exceed five months while the City advertises and receives bids for a new one year contract; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the unit costs for the meals are the same as the unit costs set forth in the contract that expired on August 31, 2015 and the approximate monthly cost of the contract is \$356,000.00; and

WHEREAS, funds for this emergency contract are available in Account No. 02-213-40-518-314

City Clerk File No. Res. 15.804Agenda No. 10.7.5

TITLE:

NOV 10 2015

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO
WHITSONS FOOD SERVICE (BRONX) CORP. TO PROVIDE FROZEN
COOKED MEALS FOR THE MEALS ON WHEELS PROGRAM ON A
MONTH-TO-MONTH BASIS NOT TO EXCEED FIVE MONTHS FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF
SENIOR NUTRITION**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Whitsons Food Service (Bronx) Corp. (Whitsons), 1800 Motor Parkway, Islandia, N.Y. 11749-5216, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide meals for the Meals on Wheels Program is hereby ratified;
- 2) this emergency contract is awarded as an open-end, unit cost contract with the unit costs being the same as the unit costs set forth in the contract that expired on August 31, 2015;
- 3) the term of the contract shall be effective September 1, 2015 and shall continue on a month-to-month basis not to exceed five months;
- 4) the Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract; and
- 5) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal Officer hereby certify that funds in the amount of \$356,000.00 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. in Account No. 02-213-10-518-314. **P.O.#118674**

APPROVED: [Signature]APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation CounselCertification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO WHITSON'S FOOD SERVICE (BRONX) CORP. TO PROVIDE FROZEN COOKED MEALS FOR THE MEALS ON WHEELS PROGRAM ON A MONTH-TO-MONTH BASIS NOT TO EXCEED FIVE MONTHS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR NUTRITION

Project Manager

Department/Division	DHHS	Senior Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Open-end contract effective September 1, 2015 to Whitson's Food Service on a month-to-month basis not to exceed five months while the City advertises and receives bids for a new one year contract

Cost (Identify all sources and amounts)

\$356,000.00

Contract term (include all proposed renewals)

September 1, 2015- January 31, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11.5.15
Date

CERTIFICATION OF STACEY FLANAGAN

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City, Department of Health and Human Services.
2. The Department of Health and Human Services, Division of Senior Nutrition provides the Meals on Wheels Program to the City's senior citizens.
3. The Meals on Wheels Program provides nutritious frozen cooked meals to approximately 730 senior citizens that are delivered directly to their homes.
4. Resolution 14-571, approved on August 20, 2014, authorized a one-year, open-end contract commencing on September 1, 2014 and ending on August 31, 2015 with Whitsons Food Service (Bronx) Corp. to provide the meals for the Meals on Wheels Program.
5. The contract expired on August 31, 2015, and it was necessary to continue the Meals on Wheels Program without interruption because of the number of senior citizens who rely on the Meals on Wheels Program for their daily nutritional needs.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11.5.15


Stacey Flanagan, Director

CITY OF JERSEY CITY

Requisition #

0171872

Assigned PO #

Requisition

Vendor
WHITSONS FOOD SERVICE
1800 MOTOR PARKWAY
ISLANDIA NY 11749

Dept. Bill To
HEALTH & HUMAN SERVICES
199-201 SUMMIT AVE.
JERSEY CITY NJ 07304

Dept. Ship To

WH591060

Contact Info
LARRY ECCLESTON
2015475838

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	HOME DELIVERED MEALS	0221340518314	50,000.00	50,000.00
		TO EXTEND CONTRACT ON A MONTH TO MONTH			
		BASIS UNTIL DECEMBER 31, 2015			
		TOTAL AMOUNT: \$356,000.00			
		TEMPORARY ENCUMBRANCY: \$90,000.00			

Requisition Total 50,000.00

Req. Date: 10/08/2015

Requested By: VERSMITH

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

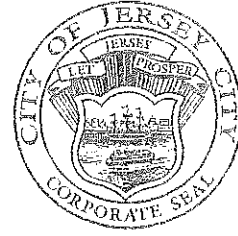
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.805

Agenda No. 10.Z.6

Approved: NOV 10 2015

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO NU-WAY CONCESSIONS, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM ON A MONTH-TO-MONTH BASIS NOT TO EXCEED FIVE MONTHS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR NUTRITION

Council
Resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City (City), Department of Health and Human Services, Division of Senior Nutrition provides the Senior Congregate Sites Nutrition Program to the City's senior citizens; and

WHEREAS, the Senior Congregate Sites Nutrition Program provides nutritious cooked meals to approximately 270 senior citizens at various community buildings throughout the City; and

WHEREAS, Resolution 14.570, approved on August 20, 2014 authorized a one-year, open-end contract commencing on September 1, 2014 and ending on August 31, 2015 with Nu-Way Concessions, Inc. (Nu-Way), 339-345 Bergen Avenue, Kearny, N.J. 07032, to provide the meals for the Senior Congregate Sites Nutrition Program; and

WHEREAS, the contract expired on August 31, 2015; and

WHEREAS, the Director of Health and Human Services notified the Purchasing Agent that an emergency existed because of the need to continue the Senior Congregate Sites Nutrition Program without interruption because of the number of senior citizens who rely on the Senior Congregate Sites Nutrition Program for their daily nutritional needs; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed that affected the public health, safety and welfare; and

WHEREAS, the Director of Health and Human Services has prepared an emergency certification; and

WHEREAS, it was necessary to award an emergency, open-end contract effective September 1, 2015 to Nu-Way on a month-to-month basis not to exceed five months while the City advertises and receives bids for a new one year contract; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the unit costs for the meals are the same as the unit costs set forth in the contract that expired on August 31, 2015 and the approximate monthly cost of the contract is \$92,150.72 ; and

WHEREAS, funds for this emergency contract are available in Account No. 02-213-40-518-314

City Clerk File No. Res. 15.805Agenda No. 10.7.6TITLE: NOV 10 2015

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO
NU-WAY CONCESSIONS, INC. TO PROVIDE COOKED MEALS FOR
THE SENIOR CONGREGATE SITES NUTRITION PROGRAM ON A
MONTH-TO-MONTH BASIS NOT TO EXCEED FIVE MONTHS FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF
SENIOR NUTRITION**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Nu-Way Concessions, Inc. (Nu-Way), 339-345 Bergen Avenue, Kearny, N.J. 07032, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide meals for the Senior Congregate Sites Nutrition Program is hereby ratified;
- 2) this emergency contract is awarded as an open-end, unit cost contract with the unit costs being the same as the unit costs set forth in the contract that expired on August 31, 2015;
- 3) the term of the contract shall be effective September 1, 2015 and shall continue on a month-to-month basis not to exceed five months;
- 4) the Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract; and
- 5) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal Officer hereby certify that funds in the amount of \$ 92,150.72 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. in Account No. 02-213-40-518-314. **P0#118675**

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

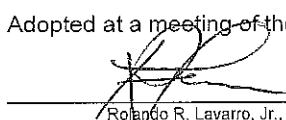
Certification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

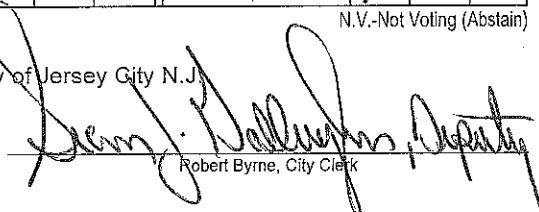
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

CITY OF JERSEY CITY

Requisition #

0171873

Assigned PO #

Requisition

Vendor
NU-WAY CONCESSIONAIRES INC
339-345 BERGEN AVENUE
KEARNY NJ 07032

Dept. Bill To
HEALTH & HUMAN SERVICES
199-201 SUMMIT AVE.
JERSEY CITY NJ 07304

Dept. Ship To

NU408600

Contact Info
LARRY ECCLESTON
2015475838

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	HOME DELIVERED MEALS	0221340518314	25,000.00	25,000.00
TO EXTEND CONTRACT ON A MONTH TO MONTH BASIS UNTIL DECEMBER 31, 2015.					
TEMPORARY ENCUMBRANCY OF \$25,000.00					
TOTAL ENCUMBRANCY \$92,150.72					

Requisition Total 25,000.00

Req. Date: 10/08/2015

Requested By: VERSMITH

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

CERTIFICATION OF STACEY FLANAGAN

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City, Department of Health and Human Services.
2. The Department of Health and Human Services, Division of Senior Nutrition provides the Senior Congregate Sites Nutrition Program to the City's senior citizens.
3. The Senior Congregate Sites Nutrition Program provides nutritious cooked meals to approximately 270 senior citizens at various community buildings throughout the City.
4. Resolution 14.570, approved on August 20, 2014 authorized a one-year, open-end contract commencing on September 1, 2014 and ending on August 31, 2015 with Nu-Way Concessions, Inc. to provide the meals for the Senior Congregate Sites Nutrition Program.
5. The contract expired on August 31, 2015, and it was necessary to continue the Senior Congregate Sites Nutrition Program without interruption because of the number of senior citizens who rely on the Meals on Wheels Program for their daily nutritional needs.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11.5.15


Stacey Flanagan, Director

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO NU-WAY CONCESSIONS, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM ON A MONTH-TO-MONTH BASIS NOT TO EXCEED FIVE MONTHS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR NUTRITION

Project Manager

Department/Division	DHHS	Senior Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Open-end contract effective September 1, 2015 to Nu-Way on a month-to-month basis not to exceed five months while the City advertises and receives bids for a new one year contract

Cost (Identify all sources and amounts)

\$92,150.72

Contract term (include all proposed renewals)

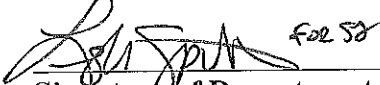
September 1, 2015- January 31, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11.5.15
Date

Resolution of the City of Jersey City, N.J.

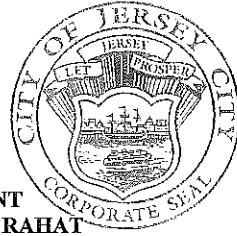
City Clerk File No. Res. 15-806

Agenda No. 10.2.7

Approved: _____

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT
TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO ADD RAHAT
A. CHATHA, TO SERVE AS PUBLIC DEFENDER IN THE JERSEY CITY
MUNICIPAL COURT FOR CALENDAR YEAR 2015**



COUNCIL

WHEREAS, in 1971, the Su
defendants in municipal cou
likelihood of imprisonment c
(1971); and

WHEREAS, in March 1998,
2B:24-1 et seq.; and

WHEREAS, N.J.S.A. 2B:24
Public Defenders by each mu

WHEREAS, the City of Jers
individuals in the Jersey City
attorneys; and

WHEREAS, the Municipal Council approved professional services agreements with Attorneys-At-Law to
serve as Public Defenders in the Jersey City Municipal Court; and

WHEREAS, as a result of the insufficient number of Public Defenders available, additional services are
necessary; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local
Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract
pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, Rahat A. Chatha, Esq. has completed and submitted a Business Entity Disclosure
Certification which certifies that he has not made any reportable contributions to the political or candidate
committees listed in the Business Entity Disclosure Certification in the previous one year, and that the
contract will prohibit him from making any reportable contributions during the term of the contract; and

WHEREAS, Rahat A. Chatha, Esq. has submitted a Chapter 271 Political Contribution Disclosure
Certification at least 10 days prior to the award of this contract; and

WHEREAS, each attorney has submitted its Certification of Compliance with the City's Contractor
Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, \$3,000 is presently available in the temporary budget in Account No. **15-01-201-43-495-312**
for the cost of these services.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is authorized to execute an agreement with Rahat A. Chatha, Esq.o, to
serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year
commencing retroactively as of January 1, 2015 subject to the following terms and conditions.

- (a) Rahat A. Chatha, Esq. shall be compensated in the sum of Two-Hundred (\$200.00)
Dollars per session, with an additional sum of Seventy-Five (\$75.00) Dollars per session
paid in those cases where a trial extends beyond one session;

ING RESOLUTION:

assigned counsel to indigent
if convicted, to a threat or
Rosenblatt, 58 N.J. 281

lic Defenders Act, N.J.S.A.

pointment of Municipal

represent indigent
ces agreements with private

WITHDRAWN

City Clerk File No. Res. 15.806Agenda No. 10.2.7

TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO ADD RAHAT A. CHATHA, TO SERVE AS PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2015**

- (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five (\$75.00) Dollars.
- (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five (\$75.00) Dollars.
- (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.

2. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: **15-01-201-43-495-312** for payment of this Resolution.

Donna Mauer, Chief Financial Officer

MS:

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Admini

oration Counsel

☐

☐

APPROVED

	RECC		
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

APPROVED			
11.10.15			
COUNCILPERSON	AYE	NAY	N.V.
RA			
TERMAN			
ORRO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Muni

RAHAT A. CHATHA

342 Mercer Loop
Jersey City, NJ 07302

(201) 918-9856
rahat.chatha@gmail.com

BAR ADMISSIONS

- New Jersey State Bar, December 2009.
- New York State Bar, May 2010.

EDUCATION

PACE UNIVERSITY SCHOOL OF LAW, White Plains, NY

Juris Doctor received May 2009

- **Dean's List:** Fall 2008; Spring 2009
- **Honors:** Hudson County Bar Foundation Scholarship

RUTGERS UNIVERSITY, New Brunswick, NJ

Bachelor of Arts received October 2003

- **Major:** Political Science **Minor:** Economics
- **Honors:** Edward J. Bloustein Distinguished Scholar

PROFESSIONAL EXPERIENCE

LAW OFFICE OF SHARON RIVENSON MARK, P.C., Jersey City, NJ

Associate Attorney, September 2012 – Present

Provide representation primarily in the area of Elder Law & Disability Planning to address a variety of legal matters generally associated with elder clients, disabled clients, and clients with disabled dependents. These include issues related to Guardianships, Trusts and Estates, Medicaid and Veterans Affairs. Prepare Interim and Final Accounting for decedent's estates. Co-edited New Jersey Practice Guide to Medicaid Laws and Regulations 2013-2014 and 2014-2015 editions.

HON. MARYBETH ROGERS, SUPERIOR COURT OF NEW JERSEY, Jersey City, NJ

Judiciary Law Clerk, September 2011 – August 2012

Conducted legal research and related administrative work. Prepared memoranda, opinions and orders for the Judge in the area of family law. Observed court sessions, including oral arguments and trials, and recorded necessary case information. Supervised and trained judicial interns. Successfully mediated 80% of cases.

HUDSON COUNTY SURROGATE'S COURT, Jersey City, NJ

Law Clerk, November 2010 – August 2011

Drafted legal memoranda regarding issues before the Surrogate. Prepared and assisted in the execution of applications for adoptions, administrations of estates, the probate of wills and trusts, and to appoint guardians for minors and incapacitated persons.

INTERNSHIPS AND PROBONO EXPERIENCE

MILLER MEYERSON & CORBO, Jersey City, NJ

Intern, June 2010 – September 2010

Performed extensive research and prepared legal memoranda on legal issues in civil and criminal litigation. Prepared interrogatories, drafted complaints and assisted attorneys in trial preparation.

NORTHEAST NEW JERSEY LEGAL SERVICES, Jersey City, NJ

Pro Bono Attorney, April 2010 – November 2010

Applied immigration legislation, rules and policy when handling immigration issues of legal permanent residents. Conducted intake interviews with clients, working through interpreters where necessary.

HON. MARYBETH ROGERS, SUPERIOR COURT OF NEW JERSEY, Jersey City, NJ

Judicial Intern, April 2010 – November 2010

Conducted legal research and related administrative work in the preparation of opinions and orders for the Judge concerning landlord and tenant disputes, and special civil and civil cases. Attended court sessions, including oral arguments and trials, and recorded necessary case information.

BRAZILIAN-AMERICAN INSTITUTE FOR LAW AND ENVIRONMENT, White Plains, NY

Research Fellow, January 2010 – April 2010

Performed research on the improvement of environmental protection and sustainable social and economic development in the United States and Brazil.

WILSON, BAVE, CONBOY, COZZA & COUZENS, P.C., White Plains, NY

Summer Associate, Intern, July 2008 – January 2009

Conducted extensive legal research and prepared memoranda in the areas of real estate law, elder law and family law. Reviewed contracts and drafted wills, trusts, affidavits, complaints and motions. Engaged in client interviewing and fact investigation.

NINTH DISTRICT JUDICIAL INTERNSHIP PROGRAM, New City, NY

Judicial Intern, June 2008 – July 2008

Worked with Rockland County Surrogate and County Court Judge. Researched and prepared motions in the areas of family law, elder law, real estate law, medical malpractice and matrimonial law. Analyzed the law, reviewed contracts, wills and trusts, and drafted proposed decisions. Observed the courtroom process, trials, hearings and conferences.

SECURITIES ARBITRATION CLINIC, White Plains, NY

Intern, May – August 2007

Handled arbitrations and mediations on behalf of small investors in disputes with securities brokers, under faculty supervision. Engaged in client interviewing and counseling, fact and claim investigation, legal research, contract review, and preparation of legal memoranda. Participated in discovery and negotiated settlements.

PROFESSIONAL ORGANIZATIONS

- Board Member: Communities in Cooperation, Inc.
- Committee Person: Ward C, District 11 in Jersey City, New Jersey
- Member: Hudson County Bar Association; Hudson Inn; New Jersey State Bar Association; National Academy of Elder Law Attorneys; New Jersey Coalition Against Human Trafficking.
- Mentor: Sisters Transitioning and Reintegrating Together through Communities In Cooperation, Inc.
- Speaker: Milad Committee of North America.

COMPUTER SKILLS

ADOBE, Microsoft Excel, Microsoft Word, Microsoft PowerPoint, Windows, Time Matters, NJKiDS, FACTS

FOREIGN LANGUAGES

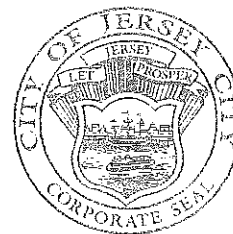
Urdu (Reading and Writing), Punjabi and Hindi (Fluent)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.807

Agenda No. 10.7.8

Approved: NOV 10 2015



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 394-396 HALLADAY STREET A/K/A BLOCK 15602, LOT 2

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Jaime Santana and Alma Santana, the owners of 394-396 Halladay Avenue a/k/a Block 15602, Lot 2, f/k/a Block 2091, Lot 53 (Property), participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

WHEREAS, the owners received a \$52,000 HOME loan from the City on June 25, 1993 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the HOME loan was recorded as a second mortgage against the property on August 16, 1993 in Book 5191, at Page 106 in the Office of the Hudson County Register, subordinate to the owner's First Mortgage; and

WHEREAS, the City's mortgage self-amortizes provided that the homeowner resides in the property, does not sell the property, the property remains affordable to low and moderate income households during the restricted period of twenty (20) years, and the owners make a 95/5 payment to the City generally when the property is sold; and

WHEREAS, the owners now desire to refinance their First Mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

WHEREAS, in order to obtain the new First Mortgage, Bank of America requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of Bank of America's first loan is \$148,000; and

WHEREAS, the City's original mortgage dated June 25, 1993 in the amount of \$52,000 and re-recorded on August 16, 1993, will remain in second lien position; and

WHEREAS, the Division has reviewed the request for the City to subordinate its mortgages to the loan of Bank of America and recommends the within subordination because the fair market value of the property supports the amount of the new loan and the City's mortgage.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's 2nd Mortgage retaining the City's interest in 95/5 under the 2nd Mortgage, affecting 394-396 Halladay Street, also known as Block 15602, Lot 2, f/k/a Block 2091, Lot 53, to the interests of a new first mortgage with Bank of America in an amount not to exceed \$148,000, provided the refinance closes no later than December 31, 2015.

JLB/he
11/05/15

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

STATE OF NEW JERSEY
COUNTY OF HUDSON

Prepared by:

James M. LaBianca
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ____ day of November, 2015, by and among the following: Jaime Santana and Alma Santana, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and the Bank of America, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 394 Halladay Street, Jersey City, New Jersey a/k/a Block 15602, Lot 2.
2. The superior debt is more fully described in a note in the original principal sum of \$148,000.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sum of \$52,000.00 executed by Borrowers on June 25, 1993, recorded in Book 5191, at page 106 and made payable to the City of Jersey City (the Subordinating Party) and recorded by Borrowers on August 16, 1993.

4. The City's mortgage (the subordinated debt) self-amortizes provided that the homeowner resides in the property, does not sell the property, the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and the owner makes a 95/5 payment to the City generally when the property is sold.
5. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this ____ day of November, 2015.

CITY OF JERSEY CITY

By:

Robert J. Kakoleski

Acting Business Administrator

STATE OF NEW JERSEY)

ss.:

COUNTY OF HUDSON)

I CERTIFY that on November ____, 2015, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

James M. LaBianca
Attorney at Law, N.J.

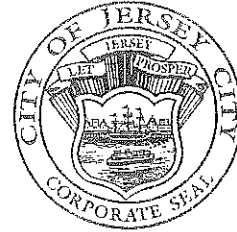
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-808

Agenda No. 10.Z.9

Approved: NOV 10 2015

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$21,437.06 AND A REDUCTION IN ASSESSMENTS TO SETTLE A TAX APPEAL FILED BY BLACK BEAR HOLLOW, LLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayers and the City agree that all interest payments on any such refund shall be waived by the taxpayers if such refunds shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the taxpayers and by certified real estate appraisers engaged by the City, the Tax Assessor and Tax Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessments to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached Schedule.

This settlement will result in a refund and/or credit in the amount of \$21,437.06.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing a Refund/Credit of \$21,437.06 and a Reduction in Assessments to Settle Tax Appeals filed by a Property Owner.

Project Manager

Department/Division	Tax Assessor's Office	Tax Assessor's Office	
Name/Title	Eduardo Toloza	Director/ Assessor	
Phone/email	201-547- 4804	Edward@jcnj.org	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and the owner of the properties listed on the attached Schedule. The refund results from agreement that the assessments on the properties fell outside the range permitted for the tax year in question. The total tax dollar refund for these appeals is \$21,437.06.

I certify that all the facts presented herein are accurate.

Michele Dennessy
Signature of Department Director
Deputy Tax Assessor

11/9/15
Date

**CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR**

DATE: 9 NOVEMBER 2015

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & MEMBERS OF THE CITY COUNCIL

FROM: EDUARDO TOLOZA, TAX ASSESSOR *mbh for E.Tolozza*

SUBJECT: PROPOSED RESOLUTION/TAX APPEAL SETTLEMENT AGREEMENTS

=====

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owner of the properties listed on the attached Schedule. The refunds result from agreements that the assessment on the properties fell outside the range permitted for the tax years in question. The total tax dollar refund for these appeals is \$21,437.06.

I recommend these settlements as being in the best interest of the City.

ET/mbh

Schedule A - Meeting: November 10, 2015

Block	Lot	Address	Tax Year	Taxpayer/Owner	Description	Present Assessment	Settled Assessment	Assessment Reduction	Refund
27401	2.02	Central RR	2012	Black Bear Hollow, LLC	Vacant Land	\$ 525,800	\$ 373,000	\$ 152,800	\$ 10,977.15
27401	5	Central RR	2012	Black Bear Hollow, LLC	Vacant Land	\$ 190,400	\$ 138,900	\$ 51,500	\$ 3,699.76
27401	18	Central RR	2012	Black Bear Hollow, LLC	Vacant Land	\$ 332,800	\$ 238,700	\$ 94,100	\$ 6,760.14
								Total	\$21,437.06

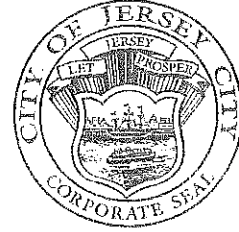
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.809

Agenda No. 10.7.10

Approved: NOV 10 2015

TITLE:



RESOLUTION EXPRESSING OPPOSITION TO THE CROSS HARBOR FREIGHT PROGRAM'S PREFERRED ALTERNATIVES AND USE OF THE GREENVILLE YARD AS THEIR WEST-OF-HUDSON RAIL TERMINI

WHEREAS, The Port Authority of New York and New Jersey ("The Port Authority") and the Federal Highway Administration have initiated the cross-harbor freight program in an attempt to improve the movement of goods across New York Harbor and the lower Hudson River; and,

WHEREAS, Tier 1 of this study has identified two preferred alternatives: the Enhanced Railcar Float Alternative and the Rail Tunnel Alternative; and,

WHEREAS, the West-of-Hudson termini for both the Enhanced Railcar Float Alternative and the Rail Tunnel Alternative would be the Greenville Yard, located in the South Greenville area of Jersey City; and,

WHEREAS, both the Enhanced Railcar Float Alternative and the Rail Tunnel Alternative may be implemented as short- and long-term projects; and,

WHEREAS, it is predicted that these two alternatives will result in 20 to 30 additional trains daily travelling to and through the Greenville Yard in Jersey City throughout daytime and nighttime hours; and

WHEREAS, the assessment of this increase in rail traffic due to the Enhanced Railcar Float Alternative and Rail Tunnel Alternative concludes, "moderate to severe noise impacts along the rail lines," and "vibration impacts strong enough to warrant concern over fragile buildings" is likely; and

WHEREAS, Tier 1 of the Cross Harbor Freight Program concludes that a net adverse effect on local air quality is likely; and

WHEREAS, the assessment concludes that the Enhanced Railcar Float Alternative and Rail Tunnel Alternative would result in adverse local traffic, air quality, and noise impacts from their construction and operation, many of which would be borne by environmental justice communities; and

WHEREAS, Executive Order 12898, signed by United States President William Clinton in 1994, intended to assure environmental justice for all people, and to protect low-income and minority populations by preventing disproportionate adverse health and environmental effects that are likely with the Enhanced Railcar Float and Rail Tunnel Alternatives; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby strongly opposes the use of the Greenville Yards as the western terminus of the cross-harbor freight program's preferred alternatives; and,

BE IT FURTHER RESOLVED that copies of this resolution will be sent to the offices of the Chair and Vice Chair of the Port Authority and the Federal Highway Administration.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION EXPRESSING OPPOSITION TO THE CROSS HARBOR FREIGHT PROGRAM'S
PREFERRED ALTERNATIVES AND USE OF THE GREENVILLE YARD AS THEIR WEST-OF-HUDSON
RAIL TERMINI**

Initiator

Department/Division	Council Office	
Name/Title	Frank Gajewski	Ward A Councilman
Phone/email	(201) 547 5098	FGajewski@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution urges the Port Authority to avoid using the Greenville Yards as the western terminus of the cross-harbor freight proposal.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

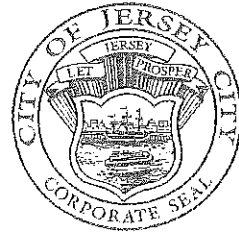
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.810

Agenda No. _____ 10.7.11

Approved: _____ NOV 10 2015

TITLE:



A Resolution Recognizing and Welcoming Mayor Ahn, byung young of Uijeongbu City On his Visit to the City of Jersey City

COUNCIL AS A WHOLE Offered and Moved for the Adoption of the Following Resolution:

WHEREAS, all members of the Jersey City Municipal Council are proud to recognize **Mayor Ahn, byung young of Uijeongbu City** of the **Gyeonggi Province in South Korea** during his visit to City Hall in Jersey City on **Tuesday, November 10, 2015**; and

WHEREAS, **Mayor Ahn, byung young** serves as an outstanding and dedicated leader, who aims to provide the citizens of **Uijeongbu City** with a high level of quality services. It is also in **Uijeongbu City** that both the United States and Korean military bases are located and serve to protect the Korean capital of Seoul; and

WHEREAS, located north of the capital city of South Korea and in the province of Gyeonggi, **Uijeongbu City** serves as a gateway to northern Seoul. The City of **Uijeongbu** has developed into not only a cultural hub, but crucial point of transportation, industry, economy and education; and

WHEREAS, during the Korean War, which took place from 1950 to 1953, the United States came to the aid of South Korea. The Republic of Korea and the United States remain steadfast allies, and together we recognize the brave Veterans who served in the Korean War; and

WHEREAS, today, the City of Jersey City is grateful to **Uijeongbu City**, whose support and generous donation will allow the Korean War Veterans of Hudson County the opportunity to revitalize the Korean War Monument. The updated monument will feature the installation of 18 photographs depicting the Korean War on black granite tiles in honor of the soldiers that served in the Korean War.

NOW, THEREFORE, BE IT RESOLVED THAT THE JERSEY CITY MUNICIPAL COUNCIL does hereby commend **Mayor Ahn, byung young** and the City of **Uijeongbu** of the **Gyeonggi Province, South Korea** in recognition of our friendship as we pay tribute to our Korean War Veterans.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk